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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

** All papers shall be filed in the Lead Case, No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**CREDITOR TODD GREENBERG'S
MOTION TO AMEND CLAIMS
NUMBERED 77335 AND 76018**

Date: April 1, 2022

Time: 10:30 a.m.

Place: Courtroom 17

450 Golden Gate Avenue, 16th Floor
San Francisco, California

Judge: Hon. Dennis Montali

Via Tele/Video Conference

1 Creditor Todd Greenberg (“Greenberg”) moves the Court to permit Greenberg to file
2 amendments of his claims numbered 77335 and 76018 (the “Claims”) in the form as set forth in
3 attached Exhibits 1 and 2.

4 **FACTS**

5 Greenberg timely filed the Claims in 2019 without the assistance of counsel. The Claims
6 attach extensive documents of an evidentiary nature that are not necessarily relevant to the Claims
7 and tend to confuse the gravamen of the Claims. The Claims also provided various estimates of the
8 damages that Greenberg seeks to recover, which need to be clarified and updated in light of later
9 developments and to enable the Court and the parties to better understand the Claims and the basis
10 for the damages asserted.

11 Greenberg filed Claim no. 77335 on October 21, 2019 and Claim no. 76018 on October 21,
12 2019. PG&E objected to Claim no. 77335 on November 5, 2020 (Dkt. # 9455). PG&E objected to
13 Claim no. 76018 on October 14, 2021 (Dkt. # 11420). An evidentiary trial on all of Greenberg’s
14 claims is set to commence on June 27, 2022.

15 **ARGUMENT**

16 “In the absence of prejudice to an opposing party, the bankruptcy courts, as courts of equity,
17 should freely allow amendments to proofs of claim that relate back the filing date of the informal
18 claim when the purpose is to cure a defect in the claim as filed or to describe the claim with greater
19 particularity.. . .” *Wall St. Plaza, LLC v. JSJF Corp. (In re JSJF Corp.)*, 344 B.R. 94, 102 (B.A.P.
20 9th Cir. 2006), quoting from *In re Sambo's Restaurants, Inc.*, 754 F.2d 811, 816-17 (9th Cir. 1985).

21 The Ninth Circuit has “a long established liberal policy that permits amendments to a proof
22 of claim. The crucial inquiry is whether the opposing party would be unduly prejudiced by the
23 amendment.” *Id.*, quoting from *In re Roberts Farms, Inc.*, 980 F.2d 1248, 1251-52 (9th Cir. 1992).
24 “We agree that prejudice requires more than simply having to litigate the merits of, or to pay, a
25 claim—there must be some legal detriment to the party opposing. *JSJF Corp.*, 344 B.R. at 102.

26 The Claims here are well known to PG&E, which participated in an unsuccessful mediation
27 with Greenberg. Moreover, the trial date was continued based on Greenberg’s statements that the
28 amendments were under consideration. Thus, there is no undue prejudice to PG&E.

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CONCLUSION

Greenberg submits based on the foregoing that he should be permitted to amend the Claims in the form set forth in the attached exhibits.

Dated: March 4, 2022

TRODELLA & LAPPING LLP

By: /s/ Richard A. Lapping
Richard A. Lapping
Attorneys for Todd Greenberg

Exhibit 1

UNITED STATES BANKRUPTCY COURT Northern District of California		PROOF OF CLAIM
Name of Debtor: Pacific Gas & Electric Company	Case Number: 19-30088 (DM)	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Todd Greenberg		
Name and address where notices should be sent: Todd Greenberg 47 Bolinas Road, Unit A Fairfax, CA 94930 Telephone number: (415) 271-2727 email:		COURT USE ONLY <input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: <u>77335</u> <i>(If known)</i> Filed on: <u>10/21/2019</u>
Name and address where payment should be sent (if different from above): Telephone number: email:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>123,456.74</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>See attachment</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Todd Greenberg

Title: _____

Company: _____ /s/ Todd Greenberg 03/04/2022

Address and telephone number (if different from notice address above): _____ (Signature) (Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Attachment to Amendment of Claim No. 77335 – Todd Greenberg

Greenberg claims damages to his refrigerator, its contents, and an interior floor, located in the downstairs flat in a building owned by Greenberg's family at 47 Bolinas Road, Fairfax, CA 94930. Greenberg lived in this flat at the time of the incident, but has since moved into the upper unit.

The damage to Greenberg's refrigerator occurred sometime between February 14, 2016 and February 21, 2016, when Greenberg's entire family was away on vacation for Greenberg's father's 80th birthday. During this time, electrical power fluctuations—including outages followed by surges—caused the starter relay in the refrigerator and freezer to fail, as diagnosed by the Appliance Repair Doctor of Alameda, California. This failure, while not affecting other refrigerator mechanicals, prevented the refrigerator and freezer from functioning, and everything inside melted and spoiled, and then leaked onto the slightly outward sloping floor, so it spread across the entire kitchen. Upon Greenberg's return home, he discovered the horrible spoiled melted food mess and delaminated flooring.

The appliance repair company replaced the refrigerator compressor starter relay, which had been burnt out by a power surge or fluctuation beyond permitted ranges that could only have been caused by PG&E. The damages that Greenberg incurred as a result of PG&E's activities include the loss of the contents of Greenberg's refrigerator and freezer, significant damage to the laminate floor, subfloor, and underlayment in the downstairs kitchen, which needs to be replaced, and other costs including lost rental income and relocation costs for Greenberg to move into the other unit, according to proof.

The components of Greenberg's damages are:

Repair Refrigerator (Attached Exhibit 1)		\$	288.51
Cleanup spoiled food		\$	225.00
Cleaning - Oriental area rug		\$	168.00
Replacement cost of spoiled food (Exhibit 2)		\$	918.98
Cost to repair damage to floor and subfloor (Exhibit 3)		\$	24,365.00
Flooring cost: Estimated increase since estimate (25%)		\$	6,091.25
Rental costs			
Monthly rental cost for damaged downstairs unit	\$3,600.00		
Rental period	24 months		
Total Lost Rent		\$	86,400.00
Time off work to deal with cleanup and contractors	5 days	\$	5,000.00
Total Damages		\$	123,456.74

All amounts are estimates and subject to updating according to proof.

EXHIBIT 1



The Appliance Repair Doctor

2363 Mariner Square Drive, Suite 141
Alameda, CA 94501
(888) 462-5488
cs@theappliance repairedoctor.com
the appliance repair doctor

Invoice No. 102621
Bus # A46541
Time Frame 4-7
Service Date 02/25/2016
Technician(s): Dr Garandza
Appointment Type: Service_Call

Customer:

Fidelity Home Warranty
47 Bolinas Rd Unit #A
Fairfax, CA 94930

Contact Details:

Todd Greenberg
(C) (415) 271-2727
(W) (800) 208-3151

Service Location:

47 Bolinas Rd Unit #A
Fairfax, CA 94930

tgreenberg@mycom.marin.edu

Description:

Compressor not run. Need to replace start assembly. Also many shelves crispers and rails broken.

KS886288

Qty	Approved Items Details	Unit Price	Price
1.00	repair	\$240.00	\$240.00
1.00	compressor start assembly	\$44.50	\$44.50
1.00	Service_Call	\$0.00	\$0.00
Equipment Name Model Number Serial Number			
refrigerator LG free standing, side by side, kitchen		LRSC26922TT	404KRDJ00762
Recommendation			
shelves, rails, crispers, if covered, see picture attached. \$619.89			
Subtotal:			\$284.50
Tax:			\$4.01
Total:			\$288.51
Total Due:			\$288.51
Customer Invoice signature:		Customer Estimate signature:	

By signing I authorize service repair to be performed at the price quoted and understand that the service call and deposit (if applicable) are non-refundable. The Appliance Repair Doctor will always do their best to leave their work place as clean as it was before. I also understand that some jobs require moving appliances around. By signing below I acknowledge that The Appliance Repair Doctor and their technicians will not be held liable for damage done to floors, walls, etc. The Appliance Repair Doctor will guarantee only the parts which were replaced or repaired and only for the number of days stated below. No other parts of the appliance will be included in the warranty. If a repair was completed without replacing a part, the amount that was paid is non-refundable. It can only be credited towards any replacement parts (if applicable) and labor. Consequential damages, incidental expenses, including water damage and food spoilage are not covered. There is no warranty for parts provided by any source other than The Appliance Repair Doctor. If a part is provided by an outside source, The Appliance Repair Doctor cannot guarantee work and refunds cannot be provided on labor. The warranty is not transferable. Payment terms: all payments are due upon receipt of invoice. If job was canceled less than 24 hours after diagnose, %25 restocking fee will apply. Warranty will be automatically void if production of the replaced part is discontinued by the manufacturer. The warranty is as follows: 90 day labor warranty and 1 year part warranty.

"An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information contact the Bureau of Electronics and Appliance Repair, Department of Consumer Affairs, Sacramento 95814."

PG&E Spoiled Food Claim

Customer: Todd Greenberg

Customer Acct # 2431441211-5

Address: 47 Bolinas Rd. Unit B, Fairfax, CA 94930

Phone: 415-271-2727

Confirmed in Pictures	<u>Food List Grouped by Categories</u>	<u>Price</u>
	<u>Beverages</u>	
✓	Coconut Beach Water 12 pk	\$39.95
✓	FRS Healthy Energy 32 oz	\$36.94
✓	Smart Juice Organic Super Fruit 7	\$7.99
✓	Minute Maid Orange Juice	\$2.50
✓	Horizon Organic Milk	\$5.79
✓	Vanilla Walnut Milk X2	\$11.98
✓	Trader Joes Jalapeno Limeade	\$2.99
✓	Santa Cruz Lime Juice	\$2.69
✓	Tropicana Lemonade	\$2.99
✓	Izze Sparkling Juice 4pk	\$4.79
✓	Tazo Chai Latte	\$3.99
✓	Almond Milk x3	\$5.97
	Bolthouse Smoothies Large X2	\$10.00
✓	Tomato Juice	\$3.49
✓	GoldenTiger Juice x 3	\$14.59
	<u>Dairy</u>	
✓	The Happy Egg	\$4.99
✓	Organic Hen Eggs	\$4.49
✓	Tillamook Butter X2	\$4.99
✓	Finlandia Imported Butter X2	\$8.10
✓	Butter Sticks	\$2.49
✓	Petaluma Farm Eggs	\$5.49
	<u>Produce</u>	
✓	Melons x2	\$7.00
✓	Misc Fresh Fruit	\$10.00
✓	Fresh Mushroom Pack X2	\$5.58
✓	Avocado	\$2.00
	<u>Bakery</u>	
✓	LaTotilla Factory Tortillas	\$3.98
✓	San Luis Sourdough bread	\$5.48
✓	Tarder Joes Sprouted Rasin Bread	\$3.98
✓	Grain Bread	\$4.99
✓	Miltons Bread	\$4.99
✓	Trader Joe's Multigrain Bread	\$4.00
✓	Trader Joe's Pizza Crust	\$4.99

✓	Sauces/Condiments	
✓	Ketchup Del Monte	\$1.49
✓	Ssamjang Dip	\$5.72
✓	Porcini Cream	\$5.99
✓	La Caifornia Mole Verde	\$5.66
✓	Soy Vay Teriyaki Sauce	\$3.99
✓	Piquillo Pepper Spread	\$9.01
✓	Sriracha Hot Sauce	\$3.99
✓	Tapatio Sauce	\$1.49
✓	Kona Coast Sauce	\$5.00
✓	Kang'S Korean BBQ	\$5.99
✓	Goya	\$2.99
✓	Spare Rib Sauce	\$4.99
✓	Chili Pepper	\$3.49
✓	Chili Sauce	\$3.79
✓	Organic Mills Ranch Dressing X2	\$9.00
✓	Soy Vay Misc. Sauces X3	\$20.94
✓	Santa Fe Verde Sauce	\$6.95
✓	Cocktail Sauce	\$2.99
✓	Melinda Sauce x2	\$9.14
	IGA Tomato Sauce	\$3.49
✓	Fischer and Weiser Raspberry Sauce	\$14.95
✓	Sweet and Sour Sauce	\$7.95
✓	Misc Sauces	\$25.00
✓	Roman Brushetta	\$4.99
✓	Better Than Bouillan X2	\$4.98
✓	Scarpetta X2	\$9.94
✓	Smoky Sauce	\$2.99
✓	Worcestier Sauce	\$2.59
✓	Flax Oil	\$7.99
✓	Knott's Jalapeno Mint Jelly	\$7.95
✓	Hamajan Sauce	\$12.95
✓	2 Jars HomeStyle Dill Pickles	\$14.89
	Deli Drawer/Cheeses/Misc	
✓	Olives Jar X2	\$6.98
✓	Trader Joes Marinated Olive Duo	\$6.99
✓	Nova Smoke Salmon	\$7.99
✓	Fontina Cheese	\$7.49
✓	Castello Cheddar Cheese	\$4.50
✓	Peppercorn Cheese	\$5.79
✓	Double Crème White Cheese	\$6.99
✓	Havarti Cheese	\$9.49
✓	Swiss Cheese	\$5.69
✓	Whole Foods Cheese	\$5.00
✓	Sicilan Jack Cheese x2	\$6.98
✓	Asiago Cheese	\$5.49

✓	Parmesan Cheese	\$3.99
✓	Philadelphia Cream Cheese X3	\$6.00
	Prepackaged and/or Frozen Foods	
✓	Kozy Shack Rice Pudding X2	\$6.98
✓	Trader Joes Goat Cheese Ravioli	\$2.99
✓	Aidells Carmelized Onion Burger	\$5.19
✓	Bourbon Brothers Chile Verde	\$7.99
	5lbs Wild Salmon steaks	\$110.00
	Misc Frozen meats	\$65.00
	Misc Frozen fish	\$55.00
	Misc. Ice Cream	\$12.00
	Misc. Frozen Fruit	\$15.00
	Misc. Frozen Vegetables	\$10.00
	Misc. Frozen Pizza	\$12.00
	Misc. Frozen Meals	\$50.00
	Total	\$918.98



EXHIBIT 3

555 E. Francisco Blvd.
San Rafael, Ca 94901
t-415.454.4200
f-415.454.4272

March 24, 2021

Todd Greenberg
47 Bolinas Rd. Unit A
Fairfax, CA

Dear Todd,

Thank you for choosing City Carpets for your flooring project. Sorry about the water damage you've been dealing with for the past few years. Unfortunately, all the prices has had price increases. The following is an estimate I have prepared for you to replace your water damaged flooring:

Pull-up and dispose of existing laminate in all existing water damage areas	\$2,090.00
Replacing water damage underlayment plywood to level floors	\$5,280.00
Installation of 3 in 1 moisture barrier underlayment	\$1,320.00
Pull up existing water damage wall base and trims and replace with new wall base & trims	\$3,080.00
Move appliances and furniture	\$660.00
Price for materials & installation of new floors with same quality (800 sf including overage)	\$11,935.00
Total price for all materials mentioned above, labor and sales tax	\$24,365.00

****Prices are valid through April 15, 2021, new price increase will go in effect****

Due to the manufactures production dates and our installation schedule, it will take 6-8 weeks to get the material and get you on the installation schedule.

We are not responsible for unknown or unforeseen conditions under the existing flooring that may delay or increase the cost of work. If additional work is required due to such conditions, a revised estimate and/work order including any changes in scope and cost of the proposed work will be provided to the customer.

Please sign below to acknowledge you have read and understand the above listed prices and descriptions. We require a signature and deposit prior to materials being ordered.

Signature: _____ Date: _____

Sincerely,

Hossein Bakhtiari



Exhibit 2

UNITED STATES BANKRUPTCY COURT Northern District of California		PROOF OF CLAIM
Name of Debtor: Pacific Gas & Electric Company	Case Number: 19-30088 (DM)	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Todd Greenberg		
Name and address where notices should be sent: Todd Greenberg 47 Bolinas Road, Unit A Fairfax, CA 94930 Telephone number: (415) 271-2727 email:		COURT USE ONLY <input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: 76018 (If known) Filed on: 10/28/2019
Name and address where payment should be sent (if different from above): Telephone number: email:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ 455,313.92 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: See attachment (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Value of Property: \$ _____		Basis for perfection: _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Todd Greenberg

Title: _____

Company: _____ /s/ Todd Greenberg 03/04/2022

Address and telephone number (if different from notice address above): _____ (Signature) (Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Attachment to Amendment of Claim No. 76018 – Todd Greenberg

Claim No. 76018, relates to a project to replace dangerously corroded PG&E owned gas lines at 47 Bolinas Road. Notably, PG&E has never fully restored much of the area where its contractors conducted destructive trenching. The sidewalk was only restored when the Town of Fairfax ordered the work done after PG&E had left the area unrestored for over 1 year and despite many requests had ultimately refused to perform their duties to restore. Greenberg was asked to and did make a contribution of \$2000 towards the overall cost of the Town's post-PG&E construction restoration of the hazardous sidewalk conditions.

In 2016, as part of an 811 pre-digging inspection (called for by a plumbing contractor) prior to the installation of a new Sewer Lateral (which was required by Ross Valley Sanitary District), a Pacific Gas and Electric Company (“PG&E”) representative named Ryan inspected and documented the PG&E owned gas Supply Lines and gas Meters at 47 Bolinas Road, Fairfax. According to Ryan, the PG&E owned galvanized gas Supply lines were from 1936 and that they were: a) badly corroded, b) non code compliant, c) insufficiently spaced from other “wet lines” (refers to other liquid containing utility lines such as existing Sewer and Water lines), and d) at insufficient depth to comply with building code requirements. Ryan took photos and said someone from PG&E would contact Greenberg to correct the dangerous 1936 non code compliant PG&E gas Supply Lines.

Greenberg seeks damages for PG&E’s breach of its duties of due care in that PG&E, directly or through its agents negligently acted, or failed to act, and so damaged and failed to repair the Greenberg’s home including, but not limited to:

- a. Cracking, chipping, destruction, and removal of portions of concrete driveway, damage to landscaping, damage to concrete hardscape resulting from installation of gas lines, digging, trenching, and/or use of equipment unsuitable for construction at residential property;
- b. Damage to personal property, including, but not limited to, BBQ and BBQ area caused by installation of gas lines, trenching, digging, and improper placement of adjacent materials;
- c. Damage to the newly installed private sewer lateral and Christy Box resulting from PG&E contractor driving over and parking diagonally on top of it and compressing it downward with a very large heavy construction truck during installation of gas lines;
- d. Damage to concrete resulting in drainage issue arising from repair work;
- e. Damage and destruction of survey monuments and indicia from installation of gas lines, digging, and trenching;
- f. Damage to French drain system caused by trenching, digging, and improper placement of adjacent materials;

- g. Damage to fencing caused by trenching, digging, and improper placement of adjacent materials; and
- h. Requirement to replace plumbing and redwood deck due to PG&E failure to repair sidewalk resulting in damage to water pipe connector to house under the deck that required replacement of the deck.

The components of Greenberg's damages are:

- a. Repair cracking chipping, destruction, and removal of portions of concrete driveway, damage to landscaping, damage to concrete hardscape resulting from installation of gas lines, digging, trenching, and/or use of equipment unsuitable for construction at residential property.

Dennis Webb Construction "(Webb)" Estimate (Exhibit 1)	\$182,983.10
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Estimate of increased costs (25%) since estimate	\$45,745.78
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- b. Repair damage to personal property, including, but not limited to, BBQ and BBQ area caused by installation of gas lines, trenching, digging, and improper placement of adjacent materials.

Replace damaged BBQ (Exhibit 2)	\$3,704.80
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Replace concrete pad		Included in Webb estimate
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- c. Inspect and repair damage to the sewer lateral and Christy Box resulting from PG&E contractor driving over and parking diagonally on top of it and compressing it downward with a very large heavy construction truck during installation of gas lines. (Exhibit 3)

Pipe Rehabilitation - Spot repair / trim riser pipe, reset Christy box w/ new cover and backfill w/ 2' of compacted gravel	\$1,416.00
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Pipe Inspection - Sewer Lateral Pressure Test (5' upstream of sidewalk cleanout to main)	\$500.00
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If the lower lateral is damaged and fails pressure testing, replacement of the lower lateral will be an additional	\$5,255.00
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- d. Repair damage to concrete resulting in drainage issue arising from repair work.

Estimate		Included in Webb estimate
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- e. Repair damage and destruction of survey monuments and indicia from installation of gas lines, digging, and trenching.

L.A. Stevens Survey Estimate (Exhibit 4)	\$35,864.00
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f.	Repair damage to French drain system caused by trenching, digging, and improper placement of adjacent materials.	Estimate	To be supplied
g.	Repair damage to fencing caused by trenching, digging, and improper placement of adjacent materials.	Estimate	Included in Webb estimate
h.	Replace deck due to requirement to run new water pipe from street due to sidewalk destruction by PG&E.	Estimate	Deck replacement included in Webb estimate
		Plumbing estimate (Exhibit 5)	\$6,478.25
i	Compensation for costs of addressing PG&E failure to restore site and delays in completion.		
	General Contractor charges to date (Exhibit 6)		\$1,512.79
	Replacement gas piping painting cost		\$225.00
	Remaining old gas pipe removal cost		\$300.00
	Loss of use of driveway		\$3,000.00
	Cleanup cost from animal defecation in non-restored area (1 year)		\$730.00
	Payment to Town of Fairfax as contribution for sidewalk repair		\$2,000.00
	Loss of rental income while waiting for completion of construction \$3,600/month for 43 months from September 2017 project initiation through October 2020 when PG&E declared that it would not complete the restoration plus six months		\$165,600.00
	TOTAL		<u>\$455,313.92</u>

All amounts other than receipts for work performed are estimates and subject to updating according to proof.

EXHIBIT 1
TO ATTACHMENT TO
AMENDED PROOF OF CLAIM



DENNIS WEBB CONSTRUCTION
1 HARBOR DRIVE, SUITE #104
SAUSALITO, CA 94965
LICENSE #821554

HOME IMPROVEMENT CONTRACT 01;
PG&E SITE PREP & RESTORATION WORK

This HOME IMPROVEMENT CONTRACT NO.01 – PG&E SITE PREP & RESTORATION ("Contract"), effective as of the date of the last party to sign, is between the following parties:

Subcontractor: Dennis Webb Construction
1 Harbor Drive, Suite #104
Sausalito, CA 94965
LICENSE #821554

Herein after referred to as "Subcontractor" or "DWC"

Contractor: Teichert Construction/Teichert Pipeline, Inc.
Supervisor: Justin Besotes
Sacramento, CA 95864
(916) 484-3011
LICENSE #: Multiple – Verified on CSLB Look Up

Herein after referred to as "Contractor"

AND/OR

PG&E – Pacific Gas & Electric Company

Owner: The Greenberg Family Trust
Contact: Todd Greenberg
47 Bolinas Road
Fairfax, CA 94930

Herein after referred to as "Owner" or "Client"



For valuable consideration, the parties hereby agree as follows:

Contract Documents:

The following documents hereby incorporated in and made part of this Contract:

1. EXHIBIT "A" – Scope of Work
2. EXHIBIT "B" – DWC 2018 Labor & Equipment Rates
3. EXHIBIT "C" – Plans & Specifications
4. EXHIBIT "D" – Marin Map Site Parcel Report
5. EXHIBIT "E" – Marin County Assessor's Parcel Map
6. EXHIBIT "F" – FEMA Flood Zone Map
7. EXHIBIT "G" – FEMA Flood Zone Map Aerial
8. EXHIBIT "H" – Surveyor's Estimate; L.A.Stevens

GENERAL TERMS AND CONDITIONS

1. Existing Contracts & Agreements

Existing Contracts & Agreements between Subcontractor and Contractor:

- 1.1. NONE

2. Description:

This HOME IMPROVEMENT CONTRACT No.01 – PG&E SITE PREP & RESTORATION dated 09/25/2018 details the site prep and restoration work to be done at 47 Bolinas Rd, Fairfax CA 94930.

2.1. Project:

**47 BOLINAS ROAD
FAIRFAX, CA 94930
RE: PG&E TICKET #35020433**

Herein after referred to as "Project"

- 2.2. The work described in EXHIBIT "A" – Scope of Work shall be performed in accordance with the prime contract between Contractor and PG&E; and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract for the project known as: 'TICKET #35020433 - 47 Bolinas Rd, Fairfax, PG&E Safety Mandated Gas Service Replacement Project'.



3. Performance

- 3.1. Supervision: Subcontractor shall personally supervise its Scope of Work or have a competent foreperson or superintendent satisfactory to Contractor.
- 3.2. Scheduling: Work shall be performed in accordance with the Contractor's prime contract schedule and in coordination with all other contractors and subcontractors so as to not delay the work. At Contractor's request and at the time specified in such request shall submit to Contractor progress labor-hour and material completion schedules.
- 3.3. All work shall be completed in a workmanlike manner and in compliance with all building codes and applicable laws.
- 3.4. Subcontractor agrees to remove all debris and leave the premises in broom clean condition.

4. Contract Sum & Compensation

Compensation for this Contract is based on Cost Allowances calculated from Subcontractor hourly labor, materials, management & site supervision, plus Subcontractor's Overhead of 20 percent (%).

- 4.1. ALLOWANCES – The Contract Sum is based on Allowance Items, which represent the amount established by Subcontractor for scopes of work that are not fully defined. The amount established for each Allowance Item constitutes Subcontractor's best estimate of the actual costs to perform the scope of work covered by the corresponding Allowance Item based on the information available to Subcontractor at the time the Allowance Item was established. Importantly, the amount established for an Allowance Item assumes that the corresponding work will proceed in an efficient manner, meaning that Contractor's and Owner's decisions to define the scope of work need to be promptly made without a later change. Subcontractor shall alert Contractor in writing once it recognizes that the amount established for an Allowance Item is likely to be exceeded. Allowance Items will be reconciled by way of Change Order, and any amounts for Allowance Items that are unused shall be retained exclusively by Contractor.

The Contractor agrees to pay the Subcontractor the Contract Price of \$107,450.00 for the Scopes of Work listed below; based on Subcontractor's hourly rates, materials, management & site supervision, plus Subcontractor Overhead of 20 percent (%). To be billed against Cost Allowances; see table below:

<i>Deck/Bench/Fence R&R Estimate (to allow [Teichert] installation of PG&E Safety Mandated Gas Service Replacement as per code requirements)</i>	
Scope of Work	ALLOWANCES
Disposal of Deck Labor	\$ 1,200.00
Disposal of Deck Dumpster	\$ 680.00
New Deck ~444 sq. ft	\$ 6,882.30
Replacement Deck Labor	\$ 4,800.00
~444 sq. ft Concrete Slab Prep/Pour	\$ 6,200.00
Dirt Disposal Prep Concrete Slab Area	\$ 1,800.00



FEMA Flood Area AE Required Drainage as per code (see attached Flood Map)	\$ 8,800.00
R&R Low Voltage	\$ 925.00
R&R Drip Irrigation	\$ 650.00
Trench Protection/Temporary Entrance Provision	\$ 1,225.57
Fence Removal Labor	\$ 2,600.00
Fence Removal Disposal	\$ 680.00
Fence Install/Labor/Material	\$ 16,300.00
Gate Remove/Replace	\$ 1,500.00
Remove/Replace 10' Redwood Bench with back attached to fence	\$ 2,853.47
Temporary Fencing	\$ 1,275.00
Site Visit/Plans/Drawings Fees	\$ 4,375.00
Boundary Survey (Price based on Survey estimate, see attached)	\$ 19,614.00
Permit Fees	\$ 1,256.33
Sanitary Facilities	\$ 325.00
Supervision 14 working days 2 hrs per day= 28 hours/\$125	\$ 3,500.00
Site Laborer 14 working days 2 hrs per day=28 hours/\$75	\$ 2,100.00
Subtotal	\$ 89,541.67
Profit/Overhead 20%	\$ 17,908.33
Total Estimate (Contract Price)	\$ 107,450.00

5. Terms of Payment

Down Payment: \$1,000.00 due upon Contract signing.

Required Notice: THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Progress Payments: Invoices are created on a weekly basis and shall be submitted on Wednesdays



to the Contractor, with payment due the same Friday.

The Subcontractor shall provide to the Contractor detailed weekly invoices, including:

- Description of work completed for that billing period, dates of work, labor hours and hourly rates for each Subcontractor employee;
 - Billing shall be separated and labeled by Scopes of Work, and costs deducted from corresponding Allowance amount to show progress. Scopes and Allowance amounts listed in the table above, Section 4.
- Reimbursable materials, if applicable;
- Subcontractor 20% Overhead.

PROJECT SPECIFIC TERMS: (if applicable)

5.1. Delayed Payment

If the Owner, PG&E or other responsible party delays making any payment to the Contractor from which payment to the Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

5.2. Final Payment

Final payment, constituting the entire unpaid balance of the Contract invoices and any Change Order Sum, shall be made by the Contractor when the Subcontractor has fully performed the remaining scopes of work.

6. Materials, Supplies, Equipment, Etc.

- 6.1. Subcontractor warrants that all materials supplied will be of new and standard quality, free of defects and may be installed or applied in a time frame consistent with normal installations for these materials.

7. Permits & Design Regulations and Special Inspections

- 7.1. Permits: ALL PERMITS ARE HELD BY THE CONTRACTOR OR OWNER. All fee's shall be paid by the Contractor or Owner.
- 7.2. Inspections & Special Inspections: payment for any inspections or Special Inspections required are the sole responsibility of the Contractor or Owner.
- 7.3. Design: The Subcontractor is not to be relied upon to perform the tasks of the Contractor, architect, engineer, or designer and is not being hired to perform any of these professional services. To the extent that the Subcontractor makes any suggestions in these areas, the Contractor acknowledges and agrees that the Subcontractor's suggestions are merely suggestions and are not a substitute for professional architectural, engineering, or design services. The Subcontractor is not responsible for ascertaining whether details in plans conform to all applicable building and planning codes. The Subcontractor is not responsible



for the cost of correcting errors and omissions by the Contractor or Owner.

8. Changes in Work:

- 8.1. Subcontractor shall make no changes in the work covered by this Contract without written direction from the Contractor.
- 8.2. The Scope of Work shall be subject to change by additions, deletions or revisions by the Contractor or Owner. The Contractor shall notify Subcontractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders ("Change Orders"). Subcontractor shall send cost estimate to Contractor for written approval of any changes in work.
- 8.3. Extra work and change orders become part of this Contract once the estimate or order is prepared in writing and signed by both parties prior to the commencement of any work covered by the new change order; the Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the Change Order will have on the schedule of progress payments (if applicable) or the completion date. If a Change Order Estimate was signed, the Subcontractor shall promptly submit a final Change Order write up to the Contractor.
- 8.4. The Subcontractor shall not be obligated to perform changes in the work or additional work until the Contractor has approved, in writing or email writing, the changes or estimated changes to the Contract price.
- 8.5. Contractor acknowledges that during the course of construction the Subcontractor shall not be liable for, including but not limited to, certain minor changes, deviations, or omissions by the Contractor, or that may be required by governmental authorities, job conditions, design changes by the architect, designer, engineers, agents, or subcontractors, means and methods of construction, acts of God, unavailability of materials or similar conditions outside the reasonable control of Subcontractor. In the event of any of these situations, the Subcontractor and Contractor will meet to discuss the Scope and costs.

9. Soil & Site Conditions:

Soil Conditions

- 9.1. Subcontractor shall not be responsible for the condition of the soils at the Project site.
- 9.2. Subcontractor shall not be responsible for cracks in any existing surface as a result of shoring the existing structure.

Site Conditions

Subcontractor shall promptly, and before the following conditions are disturbed, notify the Contractor in writing of any of the following:

- 9.3. Hazardous material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Subcontractor to legal liability.
- 9.4. Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents and reasonably anticipated.
- 9.5. Unknown physical or other conditions at the site of an unusual nature, materially different from this ordinarily encountered and generally recognized as inherent to work of the character provided for the Contract. The Contractor shall promptly investigate such conditions.



10. Warranty

- 10.1. The Subcontractor guarantees a labor warranty of one (1) year on Subcontractor installed materials. If a defect is found, the Subcontractor's liability will be for the labor only if it is determined by a neutral third party (mutually agreed upon) that the materials were installed incorrectly by the Subcontractor. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- 10.2. The Subcontractor provides no manufacturer's warranty on any materials furnished or reimbursed by the Owner or Contractor. The Owner and Contractor are responsible for all manufacturer material warranties.

11. Insurance

- 11.1. Subcontractor shall maintain general liability and worker's compensation for the duration of the project. When requested, Subcontractor shall furnish Certificates of Insurance before commencing work showing Subcontractor's proof of insurance.
- 11.2. Owner is responsible for maintaining home owner's insurance at their expense and holds Subcontractor harmless for any work that is destroyed or damaged by the following but not limited to any accident, disaster or calamity such as a fire, storm, flood, landslide, subsidence or earthquake or by theft, or vandalism. Any restoration work damaged by acts of God or vandalism shall be paid for by the Owner as extra work, only if such involves extra work and the Subcontractor has no responsibility for such events of destruction.

12. Assignment

The Contractor may not assign this Contract, Scope or payments due under the Contract, without the Subcontractor's written consent. Any such assignment shall be void and of no effect.

13. Interpretation

- 13.1. Entire Agreement: This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.
- 13.2. Governing Law: This Contract shall be interpreted and governed in accordance with the laws of the State of California.

14. Dispute Resolution & Attorney's Fees & Costs

If any disputes or claims arise in regard to this Contract or Project, the following steps will be made by the disputing parties:

- 14.1. Contractor and Subcontractor agree that any dispute items will first be brought to the attention Project architect; for the initial interpretation against the architectural designs.
- 14.2. If the parties fail to reach a resolution using the above (14.1), parties agree to first seek to resolve the dispute through mediation prior to any small claims or legal suits being filed. Both parties must mutually agree on a mediator; mediation programs and options can be found at:



www.dca.ca.gov/consumer/mediation_projects.shtml

If the parties cannot mutually agree on a mediator within 30 days of written demand for mediation, then either of the parties may petition the Superior Court for appointment of a mediator, who shall be either a licensed attorney or retired judge who is familiar with construction law.

- The costs and associated fees for mediation shall be divided equally between both parties.

14.3. Small Claims Court:

If options (14.1) and (14.2) fail to resolve the dispute and the amount is less than \$5,000.00 (or the maximum limit of the Marin County Small Claims Court) the dispute shall be heard in the Small Claims Division of the Municipal Court in Marin County.

14.4. Only after the 3 above options (14.1), (14.2), (14.3) have been exhausted, may either party file an action involving a claim greater than the dollar limit of the Marin County Small Claims Court.

The prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs.

15. Work Stoppage and Termination of Contract

Subcontractor has the right to stop all work on the project and keep the job idle for the following reasons:

- 15.1. Payments are not made to Subcontractor strictly in accordance with the Payment Terms or Schedule in this Contract.
- 15.2. Owner or Contractor repeatedly fails or refuses to furnish Subcontractor with access to the job site and/or product selections or information necessary for the advancement of Subcontractor's work.
- 15.3. Dispute over payment for extra work, differing site conditions, changes by Owner, Contractor or other circumstances beyond Subcontractor's control if such circumstance will cause the Subcontractor to suffer substantial financial hardship if Subcontractor is required to continue the work.
- 15.4. Owner's or Contractor's inability to pay Subcontractor for the work remaining to be performed.

Any suspension of work under the Contract will also suspend the progress and completion dates set forth. Simultaneous with stopping work on the project, the Subcontractor must give Contractor written notice of the nature of material breach of this Agreement and must also give the Contractor a 14-day period in which to cure this breach of contract. If work is stopped due to any of the above reasons (or for any other material breach of contract by Contractor or Owner) for a period of 14 days, and the Contractor has failed to take significant steps to cure his default, then Subcontractor may, without prejudicing any other remedies, give written notice of termination of the Agreement to Contractor and Owner and demand payment for all completed work and materials ordered through the date of work stoppage, and any other reasonable loss sustained by Subcontractor, including Subcontractor's Overhead at the rate of twenty percent (20%) on the balance of the incomplete work under the Agreement. Thereafter, Subcontractor is relieved from all other contractual duties, including all Punch List and warranty work.

The Contractor may terminate the Contract for the following reasons:

- 15.6. Subcontractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 15.7. Fails to make payment to subcontractors or suppliers in accordance with the respective agreements between the Subcontractor and subcontractors or suppliers.



15.8. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority.

15.9. Otherwise is guilty of substantial breach of a provision of the Contract.

Simultaneous with stopping work on the project, the Contractor must give Subcontractor written notice of the nature of material breach of this Contract and must also give the Subcontractor a 14-day period in which to cure this breach of contract. If work is stopped due to any of the above reasons (or for any other material breach of contract) and the Subcontractor has failed to take significant steps to cure his default, then Contractor may, without prejudicing any other remedies, give written notice of termination of the Contract to the Subcontractor. The Contractor reserves the right to finish the Work by whatever reasonable method the Contractor may deem expedient. If the Contractor or Owner is attempting to recover costs, upon written request the Contractor shall furnish to the Subcontractor a detailed accounting of the costs incurred in finishing the Work. The Owner and Contractor shall not exclude the Subcontractor from taking possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Subcontractor.

16. Required Notices

The Contractor is entitled to a complete filled in copy of this Contract, signed by both parties, prior to start of any work.

The Contractor may not require a subcontractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- the scope of work encompassed by the order
 - the amount to be added or subtracted from the Contract price
 - the effect the order will make in the progress payments (if applicable) or the completion date.
1. Subcontractor's failure to comply with the requirements for a change order does not preclude the Subcontractor's recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

2. **Mechanic's Lien Warning**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or



material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

Notice required by California Business and Professions Code:

When payment is made for any portion of the work performed, Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to §3114 of the Civil Code for that portion of the work for which payment has been made.

3. **Notice to Owner**

NOTICE TO OWNER PROVIDED IN ACCORDANCE WITH SECTION 7018.5 OF THE BUSINESS AND PROFESSIONS CODE Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS: (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor.

These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help insure that all person's due payment is actually paid. (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a Mechanic's lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics'



lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

[CONTINUE TO NEXT PAGE]

EXHIBIT "A" – SCOPE OF WORK
47 Bolinas Road, Fairfax

ADDITIONAL INFORMATION:



1. An initial requirement will be to first get a boundary survey from Larry Stevenson and Associates, Surveyors, as 37 ft of fence will definitely need to be replaced at north side. It appears to be on the property line, but this is questionable. A boundary survey will confirm proper reconstruction location for neighbor related liability limiting purposes. The fence, built in bench, low voltage wiring that is attached to fence will all need to be completely removed and replaced along with the gate that runs perpendicular to property line.

- Per Larry Stevenson and Associate's 9/26/18 estimate: "Prior to any construction taking place, in the street or along fence lines, it is important that a survey be conducted."

2. Teichert Pipeline's Supervisor, Justin, has requested a CA Licensed Contractor estimate to remove and replace the "deck area" so that Open Trench digging can be done to allow completion of already initiated "safety mandated" PG&E owned Gas Line(s) replacement and Gas Meters relocation. Because they are in very close proximity to the existing underground electrical lines, this creates a real risk of "Crossbore". Teichert Pipelines has determined that the area cannot be "moled" or "hydrobored". Dennis Webb Construction notes that the bench built on top of the deck is also part of the fence and will also need to be replaced; surrounding items attached to the deck will also need R&R.

- The deck attached to the fence which is constructed on grade is obstructing the hand trenching for the gas service. This entire area will need to be completely removed and replaced as well as a new concrete slab below, adjacent and perpendicular to the drainage system.

Disposal of Deck Labor
Disposal of Deck Dumpster
New Deck ~444 sq. ft
Replacement Deck Labor
~444 sq. ft Concrete Slab Prep/Pour
Dirt Disposal Prep Concrete Slab Area
FEMA Flood Area AE Required Drainage as per code (see attached Flood Map)
R&R Low Voltage
R&R Drip Irrigation
Trench Protection/Temporary Entrance Provision
Fence Removal Labor
Fence Removal Disposal
Fence Install/Labor/Material
Gate Remove/Replace
Remove/Replace 10'0" Redwood Bench with back attached to fence
Temporary Fencing
Site Visit/Plans/Drawings Fees
Boundary Survey



Permit Fees
Sanitary Facilities
Supervision: 14 working days, 2hrs per day
Site Laborer: 14 working days, 2hrs per day

[CONTINUE TO NEXT PAGE]

**EXHIBIT "B" – DWC 2018
HOURLY & EQUIPMENT RATES**

DWC HOURLY & EQUIPMENT RATES 2018

Allowance items are billed based on rates listed below:



POSITION	HOURLY RATE
Contractor Principal or Project Manager	\$150.00/per hour
Site Supervisor	\$125.00/per hour
Administration	\$ 75.00/ per hour
Master Carpenter	\$ 75.00/ per hour
Apprentice Carpenter	\$ 55.00/ per hour
Master Electrician	\$125.00/ per hour
Electrician Assistant	\$ 65.00/ per hour
Master Plumber	\$125.00/ per hour
Plumbing Assistant	\$ 75.00/ per hour
EQUIPMENT	HOURLY RATE
Mini Excavator (inc'l operator & fuel)	\$175.00/per hour
Portable Drill Rig (inc'l operator, assistant & fuel)	\$175.00/per hour
Track Loader (inc'l operator & fuel)	\$150.00/per hour
Small Dump Truck (inc'l disposal fees)	\$375.00/per load
Large Dump Truck (inc'l disposal fees)	\$475.00/per load
Dump Truck Trailer (inc'l disposal fees)	\$475.00/per load
Towable Air Compressor, 200 ft hose, One 90lb Jack Hammer, one 60lb Chipping Hammer, two points	\$398.00/per day or \$1,325.00/per week
Jack Hammer Attachment for Excavator	\$195.00/per day or \$585.00/per week
Concrete Saw	\$200.00/per day + blade costs

Overtime hours are billed at time and a half.

EXHIBIT "C" – PLANS & SPECIFICATIONS

All Plan sets and specifications are provided by the Contractor.



PLEASE SEE ALL ATTACHED AT END OF THIS DOCUMENT

EXHIBIT "D" – Marin Map Site Parcel Report

EXHIBIT "E" – Marin County Assessor's Parcel Map

EXHIBIT "F" – FEMA Flood Zone Map

EXHIBIT "G" – FEMA Flood Zone Map Aerial

EXHIBIT "H" – Surveyor's Proposal & Estimate; L.A.Stevens & Associates

[CONTINUE TO NEXT PAGE]

SIGNATURES

By signing below, the Contractor and Subcontractor confirm they have read and understand this Home Improvement Contract No.01 and the Contractor will provide Subcontractor assistance and direction as requested moving forward.



Contractor and Subcontractor agree to this Home Improvement Contract No.01, as signified by our signatures below:

CONTRACTOR

Contractor Signature Date _____

Contractor Rep Name (Printed)

SUBCONTRACTOR

Dennis Webb Construction by Dennis Webb Date _____

[EXHIBIT "D"]

MarinMap Site Parcel Report

Property ID: 002-122-33

Parcel Information

Report generated 9/16/2018 10:46:36 PM

Property ID: 002-122-33
Address: 47 BOLINAS RD FAIRFAX
Land Use: Multiple-Resid. - Improved
Units: 2
Tax Rate Area: 003-000
Average Slope: 0.00



Parcel highlighted in blue

Census: 114100
District: 2 Katie Rice
Wildland Interface:
Community Plan: Upper Ross Valley
Community:
ClubList:
Traffic Zone: 145
Zoning: CC
CC - Central Commercial

Local Coastal Plan:
Dam Failure Area:
Alquist Priolo Zone:
Stream Conserv. Area/Buffer: N 0
CWP Area: Upper Ross Valley
CWP Corridor: CITY-CENTERED
Fire Service: Ross Valley Fire Service

Flood Zone: AE **Insurance Required:** Y

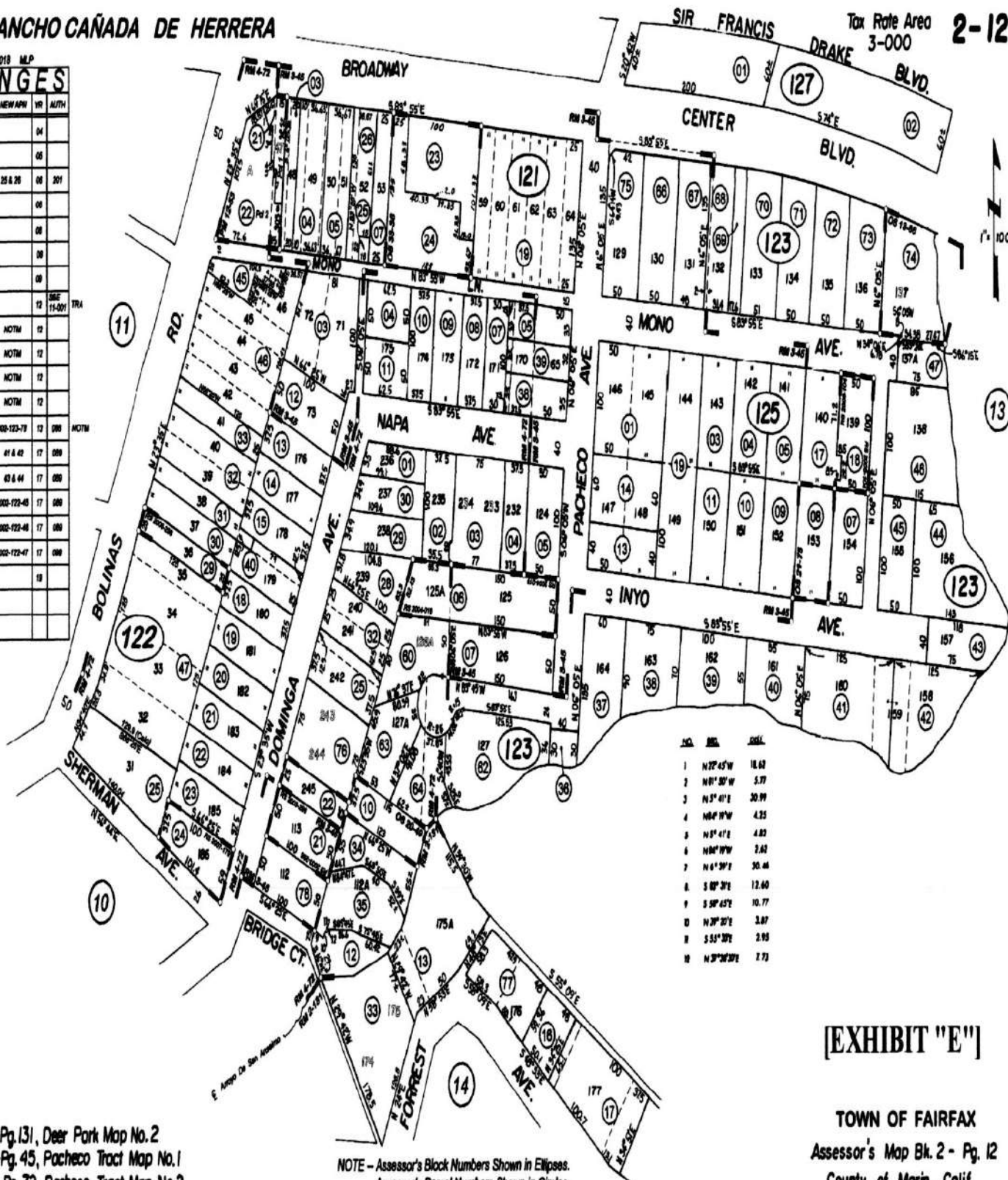
Zones AE and A1-A30 are the flood insurance rate zones that correspond to the 1-percent annual chance floodplains that are determined in the Flood Insurance Study by detailed methods of analysis. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

CHANGES

BLK	PROJ APN	NEW APN	YR	AUTH
123	SURVEYS		04	
123	SURVEYS		05	
123	002-123-05	25 & 26	00	201
121	Survey		00	
122	Survey		00	
125	SURVEYS		00	
			00	
			12	1561 15-001
123	000-123-00	NOTIN	12	
123	000-123-32	NOTIN	12	
123	000-123-80	NOTIN	12	
123	000-123-71	NOTIN	12	
123	25 & 31	002-123-73	12	000
123	002-123-01	41 & 42	17	000
122	002-123-02	43 & 44	17	000
122	42 & 43	002-123-45	17	000
122	34, 37, 41 & 44	002-123-48	17	000
122	34, 21, & 38	002-123-47	17	000
			18	

Map Update



R.M. Bk.2-Pg.131, Deer Park Map No.2
R.M. Bk.3-Pg.45, Pacheco Tract Map No.1
R.M. Bk.4-Pg.72, Pacheco Tract Map No.2

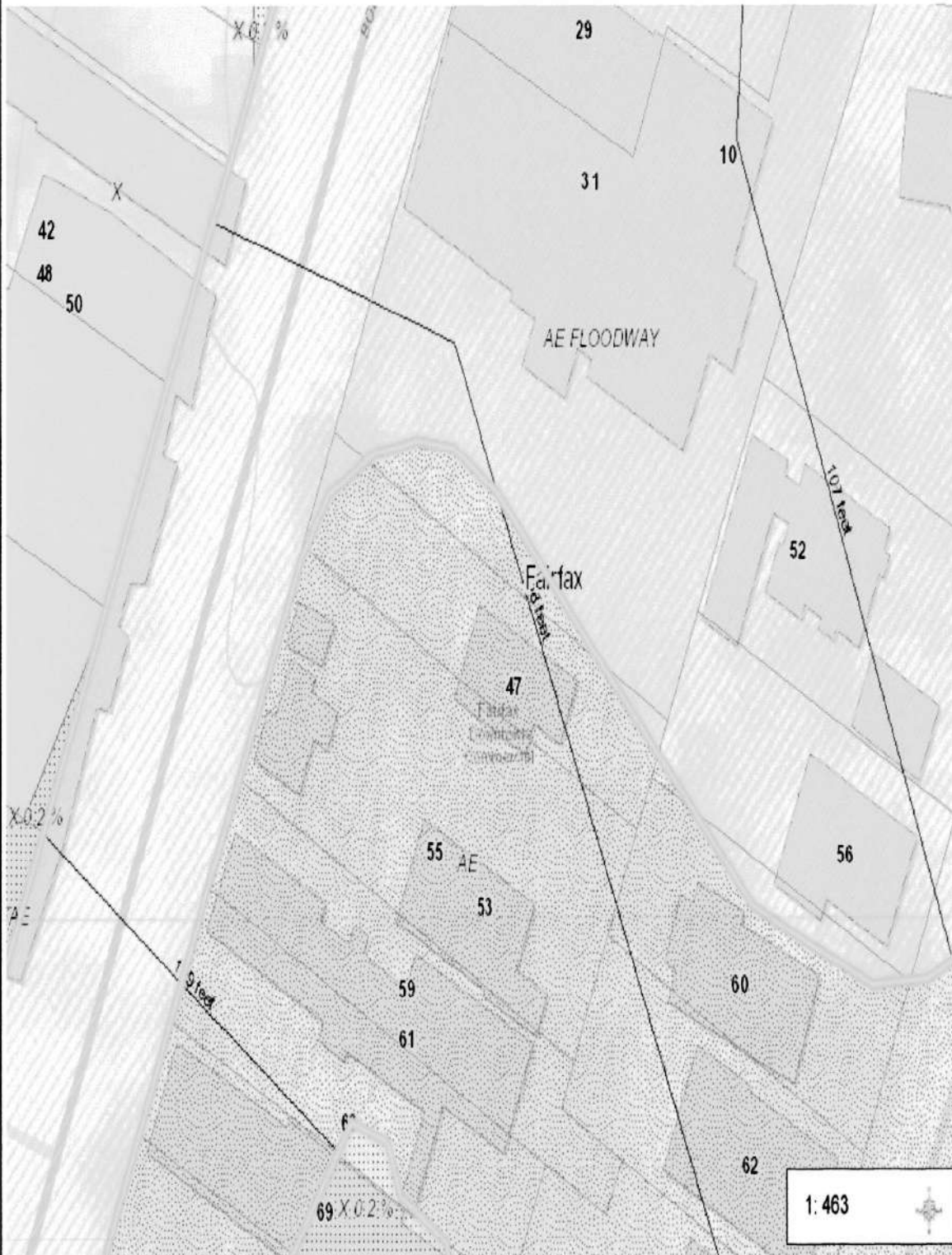
[EXHIBIT "E"]

TOWN OF FAIRFAX
Assessor's Map Bk. 2 - Pg. 12
County of Marin, Calif.

[EXHIBIT "F"]



47 Bolinas Rd, Fairfax is in Flood Zone AE



Legend

Parcel Note

- easement
- centerline

Address

- Parcel
- Condominium Common Area
- Mobile Home Pad
- City
- Community
- Marin County Legal Boundary
- Other Bay Area County
- Base Flood Elev, August 2017
- Flood Hazard Zone, August 2017

- A
- AE
- AE, FLOODWAY

Flood Hazard Zone, August 2017

- AH
- AO
- D
- V
- VE
- X
- X
- X

Flood Hazard Zone, March 2017

- A
- AE
- AE, FLOODWAY

Notes

Flood Insurance Required: Yes
 DFIRM ID: 06041C
 Zones AE and A1-A30 are the flood insurance rate zones that correspond to the flood hazard zones.

77.1 0 38.56 77.1 Feet

NAD_1983_HARN_StatePlane_California_III_FIPS_0403_Feet
 © Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

[EXHIBIT "G"]

Marin Map

47 Bolinas Rd, Fairfax is in Flood Zone AE



Legend

Parcel Note

easement

centerline

Address

Parcel

Condominium Common Area

Mobile Home Pad

City

Community

Marin County Legal Boundary

Other Bay Area County

Parcel Latitude/Longitude

Base Flood Elev. August 2017

Flood Hazard Zone, August 20

A

AE

AE, FLOODWAY

AH

AO

D

V

VE

X

X

X

Flood Hazard Zone, March 20

A

AE

Notes

Flood Insurance Required: Yes

DFIRM ID: 06041C

Zones AE and A1-A30 are the flood insurance rate zones that correspond to the flood hazard zones.

77.1 0 38.56 77.1 Feet

NAD_1983_HARN_StatePlane_California_III_FIPS_0403_Feet
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

[EXHIBIT "H"]

■ ■ ■ L. A. STEVENS ASSOCIATES, INC. ■

PROFESSIONAL LAND SURVEYORS

September 26, 2018

Justin Besotes, Supervisor
Teichert Pipelines
c/o Todd Greenberg

Re: 47 Bolinas Road, Fairfax, CA - High Priority Safety Mandated Gas Piping/Gas Meter Replacement

Dear Mr. Besotes,

Having reviewed filed surveys in the immediate vicinity of your parcel at 47 Bolinas Road, Fairfax, California, I find no mapping that I deem reliable in accurately determining boundaries for fence replacement in the vicinity of your southwesterly boundary. Prior to any construction taking place, in the street or along fence lines, it is important that a survey be conducted to preserve any monuments or boundary evidence.

State Law, B & P Code 8771, requires all monuments be perpetuated and a record filed in the County prior to construction occurring. It also requires any monuments that were destroyed or covered up to be replaced at the surface after the construction is complete.

Since no reliable surveying has taken place nor filed, it will require a survey of the entire block to establish your southwesterly boundary accurately. This work will include: researching the unfilled historical survey records in the area, analysis and calculations of maps and archives, mapping the location of structures, occupation, and monuments along boundary lines, analysis of the boundary evidence, preparation of a Record of Survey, checking by the County Surveyor, additions and/or edits to the Record of Survey per County Surveyor checking, preparation of map on mylar and filing of the Record of Survey at the County Recorder's office.

Estimated costs associated with the work outlined above at our standard hourly rates & fees by others;

Recorded maps and deeds and filing:	\$200
Archive Access Fees:	\$500 - \$2,000
Record of Survey Checking Fees:	\$664
L.A. Stevens & Associates Fees	\$10,000 - \$25,000

DANSHAW'S
ESTIMATE
LS MINIMUM
\$30,000

The current timeframe for delivery of establishing the existing boundary is 4-10 weeks unless expedited on overtime. Expedited projects completed on overtime increase estimated fees by fifty percent and must be agreed to by the Client and L.A. Stevens & Associates, Inc. Our schedule of charges is attached.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Lawrence A. Stevens, PLS

fs/LS: Enclosure

7 COMMERCIAL BLVD. SUITE 1, NOVATO, CA 94949 TEL: 415-382-7713 FAX: 415-382-7714 WWW.LASTEVENSINC.COM

SCHEDULE OF CHARGES

PRINCIPAL	\$225.00	PER HOUR
EXPERT WITNESS PREPARATION	\$440.00	PER HOUR
EXPERT WITNESS CONSULATATION – DEPOSITION	\$500.00	PER HOUR
ENGINEER OR SURVEYOR	\$165.00	PER HOUR
ASSISTANT SURVEYOR	\$145.00	PER HOUR
COMPUTER OR DESIGN DRAFTSMAN	\$145.00	PER HOUR
TECHNICIAN	\$115.00	PER HOUR
ARCHIVE RESEARCH	\$150.00	PER HOUR
ADMINISTRATIVE CLERICAL	\$ 80.00	PER HOUR
FIELD SURVEY CREW*	\$285.00	PER HOUR
FIELD SURVEY CREW* (3 PERSON)	\$375.00	PER HOUR
GPS EQUIPMENT	\$ 70.00	PER HOUR

*Field work requiring a SURVEY CREW is subject to a 4-hour minimum per day once scheduled unless rescheduled by the CLIENT in writing, by email, or by phone and confirmed by an authorized representative of L. A. Stevens & Associates, Inc. at least one full business day prior to the scheduled event.

Note: Above rates are standard rates for L.A. Stevens & Associates, Inc. Should client require payment of employees at current prevailing wage rate, a revised *Exhibit B "Schedule of Charges"* will be provided.

- Travel time, to and from job site, is charged in accordance with foregoing schedule.
- Transportation expenses (air, sea, and land) are charged at amount incurred.
- The minimum daily charge for Court or Deposition, Settlement Conference or Mediation appearance as an expert witness is \$2,000.00.
- The minimum charge to provide an initial consultation for Expert Witness Testimony is \$2,000.00. Pursuant to Govt. Code 68092.5 the Party designating the Expert (or Client) shall be responsible for any fee charged by the Expert in preparing for testimony and for traveling to the place of the civil action or proceeding, as well as any travel expenses of the Expert, unless otherwise determined by the court.
- The minimum charge for attendance at a public hearing or a public meeting outside of normal business hours is \$990.00. Hourly rate of 1-1/2 times the normal hourly rate for principal or a minimum of \$990.00 will be billed.
- Per Diem and lodging expenses will be billed at \$330.00/day/person for staff personnel and \$415.00/day/Principal or government standard, if greater.
- Work performed on a time and expense basis with approved overtime shall be charged at 1-1/2 times the foregoing "Schedule of Charges."
- Research jobs of files from Dakin, Comstock, Rhodes, Brogan, Burton, Frost, Meglio, Gardner, Philip Lygren, Marin Title Guaranty Maps and Old Fidelity Title Plant Maps are charged a \$150.00 access fee in addition to the time and expense basis, for in-house jobs and a \$300.00 access fee, in addition to the time and expense basis, for the jobs being completed by third party or outside services.
- Research of our archives for in-house jobs is charged a minimum \$200.00 fee plus time and expense.
- A 2.75% convenience fee will be added to all credit card purchases.
- Specialized third party or outside services are charged at cost plus 20 percent.
- Extra printing of work and compilation of CAD files for work already completed is charged on a time and expense basis. Minimum charge is \$150.00.

47 BOLINAS RD - PG&E Contract Estimate & Exhibits (Dropbox)

From: Rae Fagan (rae@dwcsausalito.com)
To: hedgewell@yahoo.com
Cc: denniswebbconstruction@gmail.com
Date: Monday, April 29, 2019, 5:26 PM PDT

Hi Todd,

Attached is the contract estimate for PG&E, and a Dropbox link below to the Exhibits referenced within.

https://www.dropbox.com/sh/v3d06t8uvers2an/AAB0mm-TVibgRktWcUepj_KVa?dl=0

Thank you,
Rae Fagan
C: (510) 688-3914
Office Manager
Project Manager

--

Dennis Webb Construction
General Contractor
License #821554



Todd G., Teichert, PG&E - (04.26.2019) Contract and Estimate.pdf
325kB

\$74,197.01

47 BOLINAS RD - PG&E Contract Estimate & Exhibits (Dropbox)

From: Rae Fagan (rae@dwcsausalito.com)
To: hedgewell@yahoo.com
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https://www.dropbox.com/sh/v3d06t8uvers2an/AAB0mm-TVibgRktWcUepj_KVa7dl=0

Thank you,
Rae Fagan
C: (510) 688-3914
Office Manager
Project Manager

--

Dennis Webb Construction
General Contractor
License #821554



Todd G., Teichert, PG&E - (04.26.2019) Contract and Estimate.pdf
325kB



DENNIS WEBB CONSTRUCTION
1 HARBOR DRIVE, SUITE #104
SAUSALITO, CA 94965
LICENSE #821554

HOME IMPROVEMENT CONTRACT 01;
PG&E SITE PREP & RESTORATION WORK

This HOME IMPROVEMENT CONTRACT NO.01 – PG&E SITE PREP & RESTORATION ("Contract"), effective as of the date of the last party to sign, is between the following parties:

Subcontractor: Dennis Webb Construction
1 Harbor Drive, Suite #104
Sausalito, CA 94965
LICENSE #821554

Herein after referred to as "Subcontractor" or "DWC"

Contractor: Teichert Construction/Teichert Pipeline, Inc.
Supervisor: Justin Besotes
Sacramento, CA 95864
(916) 484-3011
LICENSE #: Multiple – Verified on CSLB Look Up

Herein after referred to as "Contractor"

AND/OR

PG&E – Pacific Gas & Electric Company

Owner: The Greenberg Family Trust
Contact: Todd Greenberg
47 Bolinas Road
Fairfax, CA 94930

Herein after referred to as "Owner" or "Client"



For valuable consideration, the parties hereby agree as follows:

Contract Documents:

The following documents hereby incorporated in and made part of this Contract:

1. EXHIBIT "A" – Scope of Work
2. EXHIBIT "B" – DWC 2018 Labor & Equipment Rates
3. EXHIBIT "C" – Plans & Specifications
4. EXHIBIT "D" – Marin Map Site Parcel Report
5. EXHIBIT "E" – Marin County Assessor's Parcel Map
6. EXHIBIT "F" – FEMA Flood Zone Map
7. EXHIBIT "G" – FEMA Flood Zone Map Aerial
8. EXHIBIT "1" – Ghilotti Bros Concrete Estimate
9. EXHIBIT "2" – Lumber Baron Wood Estimate
10. EXHIBIT "3" – Labeled pictures of work areas
11. EXHIBIT "4" – Arborist Report Detailing Heritage Redwood Tree Damage Concerns and Lack of Tree Permit
12. EXHIBIT "5" – Pictures Large Heritage Redwood Tree Root Cut By Teichert Pipelines & Cracked Concrete
13. EXHIBIT "6" –Town of Fairfax Tree Permit- PG&E to separately pay for this
14. EXHIBIT "7" – DC Electric Estimate of Street Pole Realignment Cost-PG&E to separately pay for this
15. EXHIBIT "8" – Surveyor's Estimate; L.A.Stevens -PG&E to pay for if needed
16. EXHIBIT "9" – PG&E Damage Restoration Front Area 47 Bolinas Scope of Work Spreadsheet

GENERAL TERMS AND CONDITIONS

1. Existing Contracts & Agreements

Existing Contracts & Agreements between Subcontractor and Contractor:

- 1.1. NONE

2. Description:

This HOME IMPROVEMENT CONTRACT No.01 – PG&E SITE PREP & RESTORATION dated 09/25/2018 details the site prep and restoration work to be done at 47 Bolinas Rd, Fairfax CA 94930.

2.1. Project:

**47 BOLINAS ROAD
FAIRFAX, CA 94930
RE: PG&E TICKET #35020433**



Herein after referred to as "Project"

- 2.2. The work described in EXHIBIT "A" – Scope of Work shall be performed in accordance with the prime contract between Contractor and PG&E; and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract for the project known as: 'TICKET #35020433 - 47 Bolinas Rd, Fairfax, PG&E Safety Mandated Gas Service Replacement Project'.
-



3. Performance

- 3.1. Supervision: Subcontractor shall personally supervise its Scope of Work or have a competent foreperson or superintendent satisfactory to Contractor.
- 3.2. Scheduling: Work shall be performed in accordance with the Contractor's prime contract schedule and in coordination with all other contractors and subcontractors so as to not delay the work. At Contractor's request and at the time specified in such request shall submit to Contractor progress labor-hour and material completion schedules.
- 3.3. All work shall be completed in a workmanlike manner and in compliance with all building codes and applicable laws.
- 3.4. Subcontractor agrees to remove all debris and leave the premises in broom clean condition.

4. Contract Sum & Compensation

Compensation for this Contract is based on Cost Allowances calculated from Subcontractor hourly labor, materials, management & site supervision, plus Subcontractor's Overhead of 20 percent (%).

- 4.1. ALLOWANCES – The Contract Sum is based on Allowance Items, which represent the amount established by Subcontractor for scopes of work that are not fully defined. The amount established for each Allowance Item constitutes Subcontractor's best estimate of the actual costs to perform the scope of work covered by the corresponding Allowance Item based on the information available to Subcontractor at the time the Allowance Item was established. Importantly, the amount established for an Allowance Item assumes that the corresponding work will proceed in an efficient manner, meaning that Contractor's and Owner's decisions to define the scope of work need to be promptly made without a later change. Subcontractor shall alert Contractor in writing once it recognizes that the amount established for an Allowance Item is likely to be exceeded. Allowance Items will be reconciled by way of Change Order, and any amounts for Allowance Items that are unused shall be retained exclusively by Contractor.

The Contractor agrees to pay the Subcontractor the Contract Price of **\$66,361.10** for the Scopes of Work listed below; based on Subcontractor's hourly rates, materials, management & site supervision, plus Subcontractor Overhead of 20 percent (%). To be billed against Cost Allowances; see table below:

*1/2 way
Low
High
costs*

5. Terms of Payment

Down Payment: \$1,000.00 due upon Contract signing.

Required Notice: THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

Progress Payments: Invoices are created on a weekly basis and shall be submitted on Wednesdays



47 Bolinas Rd, Fairfax PG&E Damage Restoration Scope of Work		Option 1	Option 2
<i>Restoration Estimate for Areas Damaged by PG&E Contractors PG&E TICKET #35020433. R&R Estimate (to allow [Teichert] Installation of PG&E Safety Mandated Gas Service Replacement as per CA B&P and Building code requirements)</i>		Reuse where Possible	Full Restoration
Exhibit 1	Ghilotti Bros Concrete Estimate	\$34,986.00	\$34,986.00
Exhibit 2	Lumber Baron Wood Estimate	\$3,500.00	\$9,474.88
	Labor 4 men 2 days , Remove and Replace 38 lineal Feet of Fence and Gates to accommodate Concrete Restoration-Reuse existing Fence and Gates where possible	\$4,160.00	\$8,320.00
	Total Site Visits including meets w/ Building Inspector 8 hrs@\$125/hr	\$500.00	\$1,000.00
	Remove, Reconstruct, Replant 17' Planter Box/Flood Barrier	\$700.00	\$2,000.00
	Arborist Report, Supervision, Site Protection, Site Restoration As Required per Town Of Fairfax ordinance	\$3,800.00	\$3,800.00
	R&R low voltage wiring	\$200.00	\$550.00
	R&R Drip Irrigation	\$150.00	\$250.00
	Temporary Fencing	PGE Supplies	\$300.00
	Permit Fees	\$400.00	\$400.00
	Disposal Fees	\$375.00	\$750.00
	Subtotal	\$48,771.00	\$61,830.88
	Profit/Overhead 20%	\$9,754.20	\$12,366.10
	Total Estimate (Contract Price)	\$58,525.20	\$74,197.00
Exhibit 3	Labeled Pictures of the work areas		
Exhibit 4	Arborist Report Detailing Heritage Redwood Tree Damage Concerns and Lack of Tree Permit		
Exhibit 5	Picture of Large Heritage Redwood Tree Root Cut by Teichert Pipelines		
Exhibit 6	Pictures Large Heritage Redwood Tree Root Cut By Teichert Pipelines & Cracked Concrete		
Exhibit 7	DC Electric estimates to restore street lightpole to plumb condition-PG&E to contract		
Exhibit 8	Surveyor's Estimate; LA Stevens - PG&E to contract		

to the Contractor, with payment due the same Friday.

The Subcontractor shall provide to the Contractor detailed weekly invoices, including:

- Description of work completed for that billing period, dates of work, labor hours and hourly rates for each Subcontractor employee;
 - Billing shall be separated and labeled by Scopes of Work, and costs deducted from corresponding Allowance amount to show progress. Scopes and Allowance amounts listed in the table above, Section 4.
- Reimbursable materials, if applicable;
- Subcontractor 20% Overhead.

PROJECT SPECIFIC TERMS: (if applicable)

5.1. Delayed Payment

If the Owner, PG&E or other responsible party delays making any payment to the Contractor from which payment to the Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion



their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

5.2. Final Payment

Final payment, constituting the entire unpaid balance of the Contract invoices and any Change Order Sum, shall be made by the Contractor when the Subcontractor has fully performed the remaining scopes of work.

6. Materials, Supplies, Equipment, Etc.

- 6.1. Subcontractor warrants that all materials supplied will be of new and standard quality, free of defects and may be installed or applied in a time frame consistent with normal installations for these materials.

7. Permits & Design Regulations and Special Inspections

- 7.1. Permits: ALL PERMITS ARE HELD BY THE CONTRACTOR OR OWNER. All fee's shall be paid by the Contractor or Owner.
- 7.2. Inspections & Special Inspections: payment for any inspections or Special Inspections required are the sole responsibility of the Contractor or Owner.
- 7.3. Design: The Subcontractor is not to be relied upon to perform the tasks of the Contractor, architect, engineer, or designer and is not being hired to perform any of these professional services. To the extent that the Subcontractor makes any suggestions in these areas, the Contractor acknowledges and agrees that the Subcontractor's suggestions are merely suggestions and are not a substitute for professional architectural, engineering, or design services. The Subcontractor is not responsible for ascertaining whether details in plans conform to all applicable building and planning codes. The Subcontractor is not responsible for the cost of correcting errors and omissions by the Contractor or Owner.

8. Changes in Work:

- 8.1. Subcontractor shall make no changes in the work covered by this Contract without written direction from the Contractor.
- 8.2. The Scope of Work shall be subject to change by additions, deletions or revisions by the Contractor or Owner. The Contractor shall notify Subcontractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders ("Change Orders"). Subcontractor shall send cost estimate to Contractor for written approval of any changes in work.
- 8.3. Extra work and change orders become part of this Contract once the estimate or order is prepared in writing and signed by both parties prior to the commencement of any work covered by the new change order; the Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the Change Order will have on the schedule of progress payments (if applicable) or the completion date. If a Change Order Estimate was signed, the Subcontractor shall promptly submit a final Change Order write up to the Contractor.
- 8.4. The Subcontractor shall not be obligated to perform changes in the work or additional work until the Contractor has approved, in writing or email writing, the changes or estimated changes to the Contract price.



- 8.5. Contractor acknowledges that during the course of construction the Subcontractor shall not be liable for, including but not limited to, certain minor changes, deviations, or omissions by the Contractor, or that may be required by governmental authorities, job conditions, design changes by the architect, designer, engineers, agents, or subcontractors, means and methods of construction, acts of God, unavailability of materials or similar conditions outside the reasonable control of Subcontractor. In the event of any of these situations, the Subcontractor and Contractor will meet to discuss the Scope and costs.

9. Soil & Site Conditions:

Soil Conditions

- 9.1. Subcontractor shall not be responsible for the condition of the soils at the Project site.
9.2. Subcontractor shall not be responsible for cracks in any existing surface as a result of shoring the existing structure.

Site Conditions

Subcontractor shall promptly, and before the following conditions are disturbed, notify the Contractor in writing of any of the following:

- 9.3. Hazardous material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Subcontractor to legal liability.
9.4. Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents and reasonably anticipated.
9.5. Unknown physical or other conditions at the site of an unusual nature, materially different from this ordinarily encountered and generally recognized as inherent to work of the character provided for the Contract. The Contractor shall promptly investigate such conditions.

10. Warranty

- 10.1. The Subcontractor guarantees a labor warranty of one (1) year on Subcontractor installed materials. If a defect is found, the Subcontractor's liability will be for the labor only if it is determined by a neutral third party (mutually agreed upon) that the materials were installed incorrectly by the Subcontractor. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
10.2. The Subcontractor provides no manufacturer's warranty on any materials furnished or reimbursed by the Owner or Contractor. The Owner and Contractor are responsible for all manufacturer material warranties.

11. Insurance

- 11.1. Subcontractor shall maintain general liability and worker's compensation for the duration of the project. When requested, Subcontractor shall furnish Certificates of Insurance before commencing work showing Subcontractor's proof of insurance.
11.2. Owner is responsible for maintaining home owner's insurance at their expense and holds Subcontractor harmless for any work that is destroyed or damaged by the following but not limited to any accident, disaster or calamity such as a fire, storm, flood, landslide, subsidence or earthquake or by theft, or vandalism. Any restoration work damaged by



acts of God or vandalism shall be paid for by the Owner as extra work, only if such involves extra work and the Subcontractor has no responsibility for such events of destruction.

12. Assignment

The Contractor may not assign this Contract, Scope or payments due under the Contract, without the Subcontractor's written consent. Any such assignment shall be void and of no effect.

13. Interpretation

- 13.1. Entire Agreement: This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.
- 13.2. Governing Law: This Contract shall be interpreted and governed in accordance with the laws of the State of California.

14. Dispute Resolution & Attorney's Fees & Costs

If any disputes or claims arise in regard to this Contract or Project, the following steps will be made by the disputing parties:

- 14.1. Contractor and Subcontractor agree that any dispute items will first be brought to the attention Project architect; for the initial interpretation against the architectural designs.
- 14.2. If the parties fail to reach a resolution using the above (14.1), parties agree to first seek to resolve the dispute through mediation prior to any small claims or legal suits being filed. Both parties must mutually agree on a mediator; mediation programs and options can be found at:
www.dca.ca.gov/consumer/mediation_projects.shtml
If the parties cannot mutually agree on a mediator within 30 days of written demand for mediation, then either of the parties may petition the Superior Court for appointment of a mediator, who shall be either a licensed attorney or retired judge who is familiar with construction law.
 - The costs and associated fees for mediation shall be divided equally between both parties.
- 14.3. Small Claims Court:
If options (14.1) and (14.2) fail to resolve the dispute and the amount is less than \$5,000.00 (or the maximum limit of the Marin County Small Claims Court) the dispute shall be heard in the Small Claims Division of the Municipal Court in Marin County.
- 14.4. Only after the 3 above options (14.1), (14.2), (14.3) have been exhausted, may either party file an action involving a claim greater than the dollar limit of the Marin County Small Claims Court.

The prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs.

15. Work Stoppage and Termination of Contract

Subcontractor has the right to stop all work on the project and keep the job idle for the following



reasons:

- 15.1. Payments are not made to Subcontractor strictly in accordance with the Payment Terms or Schedule in this Contract.
- 15.2. Owner or Contractor repeatedly fails or refuses to furnish Subcontractor with access to the job site and/or product selections or information necessary for the advancement of Subcontractor's work.
- 15.3. Dispute over payment for extra work, differing site conditions, changes by Owner, Contractor or other circumstances beyond Subcontractor's control if such circumstance will cause the Subcontractor to suffer substantial financial hardship if Subcontractor is required to continue the work.
- 15.4. Owner's or Contractor's inability to pay Subcontractor for the work remaining to be performed.

Any suspension of work under the Contract will also suspend the progress and completion dates set forth. Simultaneous with stopping work on the project, the Subcontractor must give Contractor written notice of the nature of material breach of this Agreement and must also give the Contractor a 14-day period in which to cure this breach of contract. If work is stopped due to any of the above reasons (or for any other material breach of contract by Contractor or Owner) for a period of 14 days, and the Contractor has failed to take significant steps to cure his default, then Subcontractor may, without prejudicing any other remedies, give written notice of termination of the Agreement to Contractor and Owner and demand payment for all completed work and materials ordered through the date of work stoppage, and any other reasonable loss sustained by Subcontractor, including Subcontractor's Overhead at the rate of twenty percent (20%) on the balance of the incomplete work under the Agreement. Thereafter, Subcontractor is relieved from all other contractual duties, including all Punch List and warranty work.

The Contractor may terminate the Contract for the following reasons:

- 15.6. Subcontractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 15.7. Fails to make payment to subcontractors or suppliers in accordance with the respective agreements between the Subcontractor and subcontractors or suppliers.
- 15.8. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority.
- 15.9. Otherwise is guilty of substantial breach of a provision of the Contract.

Simultaneous with stopping work on the project, the Contractor must give Subcontractor written notice of the nature of material breach of this Contract and must also give the Subcontractor a 14-day period in which to cure this breach of contract. If work is stopped due to any of the above reasons (or for any other material breach of contract) and the Subcontractor has failed to take significant steps to cure his default, then Contractor may, without prejudicing any other remedies, give written notice of termination of the Contract to the Subcontractor. The Contractor reserves the right to finish the Work by whatever reasonable method the Contractor may deem expedient. If the Contractor or Owner is attempting to recover costs, upon written request the Contractor shall furnish to the Subcontractor a detailed accounting of the costs incurred in finishing the Work. The Owner and Contractor shall not exclude the Subcontractor from taking possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Subcontractor.

16. Required Notices

The Contractor is entitled to a complete filled in copy of this Contract, signed by both parties, prior to start of any work.

The Contractor may not require a subcontractor to perform extra or change-order work without providing



written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- the scope of work encompassed by the order
 - the amount to be added or subtracted from the Contract price
 - the effect the order will make in the progress payments (if applicable) or the completion date.
1. Subcontractor's failure to comply with the requirements for a change order does not preclude the Subcontractor's recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

2. **Mechanic's Lien Warning**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

Notice required by California Business and Professions Code:

When payment is made for any portion of the work performed, Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to §3114 of the Civil Code for that portion of the work for which payment has been made.

3. **Notice to Owner**

NOTICE TO OWNER PROVIDED IN ACCORDANCE WITH SECTION 7018.5 OF THE BUSINESS AND PROFESSIONS CODE Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid.



In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. **TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:** (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor.

These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help insure that all person's due payment is actually paid. (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a Mechanic's lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

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EXHIBIT "A" – SCOPE OF WORK
47 Bolinas Road, Fairfax

ADDITIONAL INFORMATION:

1. PG&E Division Specialist, Brian Swanson has requested a CA Licensed Contractor estimate front area restoration work to be done subsequent to completion of already initiated "safety mandated" PG&E owned Gas Line(s) replacement and Gas Meters relocation. The area was jackhammered, dug, and driveway cement cracked and removed when Gas Leak Repairs and a new Gas line was installed from the street to near the front entrance gate. Construction damage occurred in the street, at the curb, in the sidewalk and driveway and Tree areas. Dennis Webb Construction notes that fence, entrance gate, car gate, and planter/flood barrier box built on top of the driveway will need to be removed and replaced or rebuilt to allow for driveway, driveway apron, sidewalk, and adjacent driveway areas to be removed and replaced, Tree Protection and an Arborist's Supervision will be required to protect 2 Heritage Redwood Trees. See Exhibit 9 Scope of Work Spreadsheet for detail.



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**EXHIBIT "B" – DWC 2018
HOURLY & EQUIPMENT RATES**

DWC HOURLY & EQUIPMENT RATES 2018

Allowance items are billed based on rates listed below:

POSITION	HOURLY RATE
Contractor Principal or Project Manager	\$150.00/per hour
Site Supervisor	\$125.00/per hour
Administration	\$ 75.00/ per hour
Master Carpenter	\$ 75.00/ per hour
Apprentice Carpenter	\$ 55.00/ per hour
Master Electrician	\$125.00/ per hour
Electrician Assistant	\$ 65.00/ per hour



Master Plumber	\$125.00/ per hour
Plumbing Assistant	\$ 75.00/ per hour
EQUIPMENT	HOURLY RATE
Mini Excavator (inc'l operator & fuel)	\$175.00/per hour
Portable Drill Rig (inc'l operator, assistant & fuel)	\$175.00/per hour
Track Loader (inc'l operator & fuel)	\$150.00/per hour
Small Dump Truck (inc'l disposal fees)	\$375.00/per load
Large Dump Truck (inc'l disposal fees)	\$475.00/per load
Dump Truck Trailer (inc'l disposal fees)	\$475.00/per load
Towable Air Compressor, 200 ft hose, One 90lb Jack Hammer, one 60lb Chipping Hammer, two points	\$398.00/per day or \$1,325.00/per week
Jack Hammer Attachment for Excavator	\$195.00/per day or \$585.00/per week
Concrete Saw	\$200.00/per day + blade costs

Overtime hours are billed at time and a half.

EXHIBIT "C" – PLANS & SPECIFICATIONS

All Plan sets and specifications are provided by the Contractor.

PLEASE SEE ALL ATTACHED AT END OF THIS DOCUMENT

EXHIBIT "D" – Marin Map Site Parcel Report

EXHIBIT "E" – Marin County Assessor's Parcel Map

EXHIBIT "F" – FEMA Flood Zone Map

EXHIBIT "G" – FEMA Flood Zone Map Aerial

EXHIBIT "1" -- Ghilotti Bros. Concrete Estimate



EXHIBIT "2" -- Lumber Baron Wood Estimate

EXHIBIT "3" -- Labeled Pictures of Work Areas

EXHIBIT "4" -- Arborist Report
Detailing Heritage Redwood Tree Damage Concerns and Lack of Tree Permit

**EXHIBIT "5" --Example Pictures of Damages including Large Heritage Redwood Tree Root Cut By
Teichert Pipelines and Cracked Concrete**

EXHIBIT "6" Town of Fairfax Tree Ordinance

**EXHIBIT "7" -- DC Electric estimates to restore street light pole to plumb condition
PG&E to contract**

**EXHIBIT "8" -- Surveyor's Proposal, Estimate, and B&P Code; L.A.Stevens & Associates
PG&E to contract**

EXHIBIT "9" -- 47BolinRd PG&E Damage Restoration Front Area Scope of Work Spreadsheet

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SIGNATURES

By signing below, the Contractor and Subcontractor confirm they have read and understand this Home Improvement Contract No.01 and the Contractor will provide Subcontractor assistance and direction as requested moving forward.

Contractor and Subcontractor agree to this Home Improvement Contract No.01, as signified by our signatures below:

CONTRACTOR

Contractor Signature

Date

Contractor Rep Name (Printed)

SUBCONTRACTOR

Dennis Webb Construction by Dennis Webb

Date



EXHIBIT COVER PAGE

K

Description of Exhibit: Arborist Report

Arborist report detailing concerns of damage to the Heritage Redwood root and tree, and the lack of a proper city issued Tree Permit.

Number of Pages in Exhibit: 3 pages/photos

[EXHIBIT "K"]

Independent report on trenching near the redwoods

From: Ray Moritz (ray@urbanforestryassociates.com)

To: hedgewell@yahoo.com

Cc: info@urbanforestryassociates.com

Date: Monday, October 15, 2018, 2:36 PM PDT

Mr. Justin Besotes:

I am writing you as a consultant to Mr. Greenberg. It has come to my attention that PG&E contractor Teichert Pipelines had dug a trench through the proximal root zones of two redwood trees on the Greenberg property at 47A & B Bolinas Road in Fairfax, CA. Mr. Greenberg showed me the trench path close past the two Heritage redwoods and 90 degrees around the base of the second redwood tree (See attached Photo). He also showed me a Gas pipe at the end of the trench path. Mr. Greenberg explained that the trench was hand dug. He was not able to give me an exact depth of the trench.

However, coast redwood (*Sequoia sempervirens*) is the most shallow rooted of its associate species and even a shallow trench through the structural root zone of a redwood would have significant impacts on tree health and structural stability. Hand trenching is not an acceptable mitigation for trenching as it impacts the bark on the roots and more often than not leads to root decay. Please be aware that the Town of Fairfax has a Tree Ordinance (Chapter 8.36: Trees). Trenching of the structural root systems of the two subject Heritage Trees (See 3.36.020 DEFINITIONS below could amount to "Tree Alteration" (See Tree Alteration below).

HERITAGE TREES. Significant, locally native tree species that are critical to urban and wildland forest habitats.

Heritage trees include the following:

Bigleaf Maple (<i>Acer macrophyllum</i>)	25 "circumference/ approx. 8" diameter
Bishop Pine (<i>Pinus muricata</i>)	38" circumference/ approx. 12" diameter
California Bay Laurel (<i>Umbellularia californica</i>)	50" circumference/ approx. 16: diameter
California Buckeye (<i>Aesculus californica</i>)	25" circumference/ approx. 8" diameter
California Nutmeg (<i>Torreya California</i>)	12" circumference/ approx. 4" diameter
California sycamore (<i>Platanus recemosa</i>)	25" circumference/ approx. 8" diameter
Coast Redwood (<i>Sequoia sempervirens</i>)	38" circumference/ approx. 12" diameter
Douglas Fir (<i>Pseudotsuga menziesii</i>)	38" circumference/ approx. 12" diameter
Giant Chinquapin (<i>Castanopsis chrysophylla</i>)	12" circumference/ approx. 4" diameter

Madrone (<i>Arbutus menziesii</i>)	25" circumference/ approx. 8" diameter
Oak (<i>Quercus</i> -all native species)	25" circumference/ approx. 8" diameter
Oregon Ash (<i>Fraxinus latifolia</i>)	25" circumference/ approx. 8" diameter
Red Alder (<i>Alnus oregona</i>)	25" circumference/ approx. 8" diameter
Sargent cypress (<i>Cupressus sargentii</i>)	25" circumference/ approx. 8" diameter
Tanbark Oak (<i>Lithocarpus densiflora</i>)	25" circumference/ approx. 8" diameter
Toyon (<i>Heteromeles arbutifolia</i>)	12" circumference/ approx. 4" diameter
White Alder (<i>Alnus rhombifolia</i>)	25" circumference/ approx. 8" diameter

TREE ALTERATION. Actions taken by cutting or pruning any tree (branches, trunks, roots), or by filling, surfacing, grading, compacting or changing the drainage pattern of the soil around any tree in a manner that threatens to diminish the vigor of the tree; provided that, as used in this chapter, the term **ALTERATION** does not include:

- (1) Normal seasonal trimming, shaping, thinning or pruning of a tree necessary to its health and growth, and within national pruning standards as defined in the ANSI 300A Standards and by the International Society of Arboriculture pruning standards;
- (2) Trimming, pruning or clearance of tree branches from lines of any public utility necessary to the maintenance of the lines; and
- (3) Trimming, clearing or pruning by the Director of Public Works of any tree necessary for:
 - (a) The clearance of streets for pedestrian or vehicular traffic; or
 - (b) Compliance with fire, building and wildland urban interface codes as adopted by the town.
- (4) Trimming, clearing or pruning required by the fire department to meet fire or wildland urban interface code requirements as adopted by the town.

CONCLUSIONS

If the trenching had occurred, as described and to some extent evident in my inspection, the trees would have been rendered a hazard due to loss of structural root anchorage and the work you did it would amount to "tree removal" (See below). The trenching, as described, would have made the two redwoods a hazard to people and property.

"TREE REMOVAL. Complete removal of a tree or any action resulting in the death of a tree or permanent damage to its health, or removal of more than one-fourth of the tree's foliage in any 12-month period.

- (A) *It is unlawful to remove or alter any tree without a permit except as provided in this chapter.*

(B) *The Director may grant a permit ministerially where the Director determines that one of the following conditions exists:*

(1) *The tree to be removed is dead or extremely diseased. The Director may require that the applicant provide an analysis by a Qualified Arborist to support this determination.*

(2) *A public utility company proposes removing or altering a tree that it has determined has or will have an adverse effect on utilities within the foreseeable future.*

(3) *The tree is of an undesirable species and has been deemed a fire hazard by the Fire Department.*

(C) *Any interested party may appeal determinations of the Director pursuant to this section to the Committee.*

(Ord. 743, passed 7-1-2009) "

Tree removal requires a permit unless the trees themselves are having and adverse effect on utilities or will have such effect in the near future (See 8.36. 040 REMOVAL OR ALTERATION; PERMIT REQUIRED). I am not aware of any arborist report suggesting that these trees were impacting utilities. If the trenching has occurred as it appears to have occurred it is very frustrating given the number of alternative line replacement methods available, including: pneumatic trenching, hydraulic trenching and trenchless line replacement.

Ray Moritz

Senior Consultant

Urban Forestry Associates, Inc.

8 Willow St., San Rafael, CA

Office: (415) 454-4212

info@urbanforestryassociates.com

Notice of Confidentiality:

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by e-mail (by replying to this message) or telephone (noted above) and permanently delete the original and any copy of any e-mail and any printout thereof. Thank you for your cooperation with respect to this matter.

EXHIBIT 2
TO ATTACHMENT TO
AMENDED PROOF OF CLAIM

Re: Replacement Grill Quote and Handy Assembly for the Weber S670 grill

From: Tatiana Sibenaller (Online Sales) (support@bbqguys-sales.zendesk.com)

To: hedgewell@yahoo.com

Date: Friday, March 4, 2022, 08:01 AM PST

##- Please type your reply above this line -##

This request was closed and merged into request [#3354948](#) "Replacement Grill Quote and Hand...".

From: Brandon Bowles

Time: Mar 3, 21:12

Thank you for your time today Mr. Todd.

Unfortunately, we do not sell Ducane grills, we don't sell their parts and I'm not aware of any other place that sell those. I did my research and the closest grill in propane gas to the Ducane grill you owned in the past that I can recommend to you is the Weber Summit 670 and the grill cover for the Weber Summit 670 grill.

Please let me know if I can assist you with anything else or if I could help you placing your order.

P.S. – Here is the grill assembly information:

Professional Grill Assembly & Installation from Handy

We know as well as anyone that finally placing an order on that new grill is immensely satisfying. But putting it together and getting it installed? Unless you live for that sort of thing, not so much. That's why we've joined forces with [Handy](#), the largest home services network, to bring you hassle-free assembly and installation of BBQGuys grills starting at \$99. It's a convenient bargain that's also remarkably simple: just book directly through Handy, and one of their highly rated, background-checked professionals will be at your service with flexible scheduling between 7 a.m. and 11 p.m. (Handy Tip: check the estimated delivery date of your order before booking a service.) Schedule changes can be completed via Handy's app, website, or booking confirmation email, while [Handy's help center](#) is ready to handle any and all other inquiries. See below to find out which grills are eligible for Handy assembly, then get your booking arranged in a few short minutes. Talk about satisfaction!

What should I do if I have an issue with my Handy service?

Let's say a Pro arrives without the right equipment, falls short of Handy's high standard of service, or doesn't show up at all. You'll fill out [Handy's contact form](#) to get in touch with its service center, and from there Handy will do everything possible to resolve the issue.

Looking forward hearing from you!



[Grills and Smokers](#) [Outdoor Kitchens](#) [Accessories](#) [Brands](#) [SALE](#)

Quote #: N212207536

Here is the quote you requested! Call us at 1-877-743-2269 or click below to complete your order. This pricing is available for 7 days, if you find a lower price within our guidelines, we'll match it.

[View Order Details >](#)

SUMMARY:

Order #: N212207536
Quote Date: 03/03/2022
Order Total: \$3,704.80

SHIPPING ADDRESS:

Todd Greenberg
47 Bolinas Rd, Unit A
Fairfax, CA



Item #: 2786294

[Weber Summit S-670 Propane Gas Grill With Rotisserie, Sear
Burner & Side Burner - 7370001](#)

QTY: 1

\$3,299.00

Item #: 2893282

[Weber 7109 Premium Grill Cover For Summit E-600 Or S-600
Series Gas Grills](#)

QTY: 1



\$99.90

*Please keep in mind that while these are the typical times for an item to leave our warehouse, it may take a few business days after that for the product to reach your door.

Subtotal:
\$3,398.90
Shipping:
\$0.00
Tax: \$305.90

Order Total:
\$3,704.80

Remember, we want you to LOVE what you buy, so don't hesitate to ask us any questions about the items you've selected!

Tatiana Sibenaller

[The BBQGuys.com Team](#)

[1-877-743-2269](tel:1-877-743-2269)



**NO HASSLE
RETURNS**



**FREE DESIGN
SERVICES**



**BBQGUYS
REWARDS**



www.BBQGuys.com

customerservice@bbqguys.com



[877-743-2269](tel:877-743-2269)

8151 Airline Hwy. | Baton Rouge, LA 70815

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[Privacy Policy](#)

Thank you,

Brandon

BBQGuys Sales Representative

This email is a service from BBQGuys Sales. Delivered by [Zendesk](#)

EXHIBIT 3
TO ATTACHMENT TO
AMENDED PROOF OF CLAIM

PIPE SPY Marin, Inc.
P.O. Box 503
Larkspur, CA 94977



www.pipespymarin.com

(O) 415-927-0287 (F) 415-927-0218
 Contractor's License No.: 909818

Todd Greenberg
 47 Bolinas Road
 Fairfax, CA 94930

ESTIMATE

No.: **E08378**

Date: **4/29/2021**

Prepared for:

Ph. No.'s: 415-271-2727 hedgewell@yahoo.com

Project Location:

47 Bolinas Road, Fairfax

DESCRIPTION	ESTIMATE
<p>On April 29, 2021 PIPE SPY completed a site visit at the above Project Location. Based on information gathered during the site visit and provided by the homeowner PIPE SPY has prepared the following Estimate do a pressure test of the lower lateral from 5' upstream of the cleanout near the sidewalk, to the connection to the main, to determine if any structural damage to the pipe has occurred from the recent damage to the Christy box when the vehicle ran over it. Additionally, a spot repair to lower the depth of the riser pipe on the cleanout by 10 inches and reset the Christy box (near the sidewalk) with a new traffic rated cover, as well as excavate the area surrounding the Christy box (near the sidewalk) removing the soil and backfilling with 2' of compacted crushed gravel to allow for the area to sustain heavy traffic rated vehicle weight if needed. The following Estimate to complete this Project is submitted for your consideration.</p> <p>The recommended spot repair may include some, or all, of the following scope of work items:</p> <ul style="list-style-type: none"> * Complete a pre-production inspection to confirm pipe location, depth, slope and Project scope of work. * Secure the necessary City permit * Excavation to the depth of the sewer lateral at the cleanout near the sidewalk to a depth to backfill 2' of gravel surrounding the Christy box. * Cut 10" off the riser pipe at the cleanout near the sidewalk and re-cap the cleanout. * Insertion of a gravel bed and compact it sounding the Christy box, * Replace current Christy box cover with a heavy traffic rated cover. * Test and coordinate pressure test with appropriate sanitary district staff as required. * Backfill and proper soil / gravel compaction. * Restoration of excavated areas as necessary. * Removal of construction equipment and jobsite clean up. <p>Pipe Rehabilitation - Spot repair / trim riser pipe, reset Christy box w/ new cover and backfill w/ 2' of compacted gravel</p> <p>Pipe Inspection - Sewer Lateral Pressure Test (5' upstream of sidewalk cleanout to main)</p> <p>Permit and Inspection Fees - Town of Fairfax (NC)</p> <p>Project Discount - If paid by Check and received by PIPE SPY within 10 days of Invoice Date.</p>	<p>1,416.00</p> <p>500.00</p> <p>0.00</p> <p>-91.00</p>



TOTAL

Print Name

Signature

Date

By my above signature I indicate my acceptance of this Estimate and give my permission to proceed. I acknowledge reading the Terms and Conditions on the reverse side of this page and getting clarification from PIPE SPY for any that I did not understand prior to signing this document. By my signature I acknowledge responsibility for payment for this Project upon its completion.

Estimate Form 2 (Rev 09-15)

PIPE SPY Marin, Inc.
P.O. Box 503
Larkspur, CA 94977



(O) 415-927-0287 (F) 415-927-0218
Contractor's License No.: 909818

Todd Greenberg
47 Bolinas Road
Fairfax, CA 94930

www.pipespymarin.com

ESTIMATE

No.: **E08378**


Date: **4/29/2021**

Prepared for:

Ph. No.'s: 415-271-2727 hedgewell@yahoo.com

Project Location:

47 Bolinas Road, Fairfax

DESCRIPTION	ESTIMATE
<p>NOTES:</p> <p>* If the lower lateral is damaged and fails pressure testing, replacement of the lower lateral will be an additional \$5255 to the above Estimate.</p> <p></p>	

TOTAL \$1,825.00

Print Name

Signature

Date

By my above signature I indicate my acceptance of this Estimate and give my permission to proceed. I acknowledge reading the Terms and Conditions on the reverse side of this page and getting clarification from PIPE SPY for any that I did not understand prior to signing this document. By my signature I acknowledge responsibility for payment for this Project upon its completion.

Estimate Form 2 (Rev 09-15)

EXHIBIT 4
TO ATTACHMENT TO
AMENDED PROOF OF CLAIM



April 20, 2021

Re: 47 Bolinas Road, Fairfax, CA southwesterly boundary line

Dear Mr. Greenberg,

Having reviewed filed surveys in the immediate vicinity of your parcel at 47 Bolinas Road, Fairfax, California, I find no mapping I deem reliable in accurately determining boundaries for fence replacement in the vicinity of your southwesterly boundary. Prior to any construction taking place, in the street or along fence lines, it is important that a survey be conducted to preserve any monuments or boundary evidence.

State Law, B & P Code 8771, requires all monuments be perpetuated and a record filed in the County prior to construction occurring. It also requires any monuments that were destroyed or covered up to be replaced at the surface after the construction is complete.

Since no reliable surveying has taken place nor filed, it will require a survey of the entire block to establish your southwesterly boundary accurately. This work will include: researching the unfilled historical survey records in the area, analysis and calculations of maps and archives, mapping the location of structures, occupation, and monuments along boundary lines in the vicinity, analysis of the boundary evidence, preparation of a Record of Survey, checking by the County Surveyor, additions and/or edits to the Record of Survey per County Surveyor checking, preparation of map on mylar and filing of the Record of Survey at the County Recorder's office.

Estimated costs associated with the work outlined above at our standard hourly rates & fees by others:

Recorded maps and deeds and filing:	\$200
Archive Access Fees:	\$500 - \$2,000
Record of Survey Checking Fees:	\$664
L.A. Stevens & Associates Fees	\$11,000 - \$33,000

L.A. Stevens & Associates Surveying Fees will NOT EXCEED \$33,000

The current timeframe for delivery of establishing the existing boundary is 4-10 weeks unless expedited on overtime. Expedited projects completed on overtime increase estimated fees by fifty percent and must be agreed to by the Client and L.A. Stevens & Associates, Inc. Our schedule of charges is attached.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,



Lawrence A. Stevens, PLS
ms/LS: Enclosure



EXHIBIT 5
TO ATTACHMENT TO
AMENDED PROOF OF CLAIM



24 Digital Drive
Novato, CA 94949
415-454-7771

BILL TO
Greenberg, Todd
47 Bolinas Road
Fairfax, CA 94930 USA

ESTIMATE
35740910

ESTIMATE DATE
Oct 14, 2019

JOB ADDRESS
Greenberg, Todd
47 Bolinas Road
Fairfax, CA 94930 USA

Job: 35730810
Technician: Troy Bradley

TASK	DESCRIPTION	QTY	PRICE	TOTAL
T500548	new water line with mole up to 50 feet: new water line with mole up to 50 feet	1.00	\$6,478.29	\$6,478.29

Install new water line using mole technology with minimal digging

Excavate a trench from the meter to the home, install new water service along with new Pressure reducing valve and main water shut off. Connect to meter and existing water piping in home.
20 year parts and labor warranty

MPT:489.999960

SUB-TOTAL \$6,478.29

TAX \$0.00

TOTAL \$6,478.29

All services are performed on a COD basis. Balance is due upon receipt. 1.75% Finance Charges will apply after 30 days (minimum charge \$15). Thank you for your business!

CREDIT CARD PAYMENT AUTHORIZATION

Please pay total due amount. Thank you.

Print Name below as it appears on credit card

Payment Type

Credit Card #

EXP

CVC

Name on card

Signature

Remit to:

Amount Due:

EXHIBIT 6
TO ATTACHMENT TO
AMENDED PROOF OF CLAIM

**DENNIS WEBB CONSTRUCTION**71 GLEN DRIVE
SAUSALITO CA 94965

License: 821554

Invoice

Invoice#: 5004

Date: 04/29/2019

Billed To: RODGER GREENBERG**Project:** 47 BOLINAS ROAD
FAIRFAX, CA**Due Date:** 04/30/2019**Terms:****Order#**

Description	Amount
CONSULTING, ADMINISTRATION SERVICES	
12/19/18 DENNIS WEBB 2.0 HOURS @ 125.00/HR - ON SITE PERMIT INSPECTION & FINAL OUT - PASS (PERMIT #BLD16-155)	\$ 250.00
02/- /19 DENNIS WEBB 2.0 HOURS @ 125.00/HR - MONTH OF FEBRUARY: SITE WALKTHROUGH; BUILDING DEPARTMENT ATTEMPT SUBMITTAL FOR MINISPLIT PERMIT	\$ 250.00
02/30/19 DENNIS WEBB 3.0 HOURS @ 125.00/HR - ON SITE WALKTHROUGH & VISUAL INSPECTION OF WATER LEAKS; ADMINISTRATION: REPORT WRITE UP, EMAILED TO TODD GREENBERG	\$ 375.00
04/22/19 DENNIS WEBB 2.0 HOURS @ 125.00/HR - ON SITE MEETING WITH TODD GREENBERG, BUILDING INSPECTOR AND CODE ENFORCEMENT REP	\$ 250.00
04/25/19 DENNIS WEBB 4.0 HOURS @ 125.00/HR - IN OFFICE WITH TODD GREENBERG; CONSULTING AND SCOPE/ESTIMATE DEVELOPMENT	\$ 500.00
04/26/19 DENNIS WEBB 3.0 HOURS @ 125.00/HR - IN OFFICE WITH TODD GREENBERG; CONSULTING AND SCOPE/ESTIMATE DEVELOPMENT	\$ 375.00
04/30/19 DENNIS WEBB 2.0 HOURS @ 125.00/HR - ON SITE MEETING WITH RODGER GREENBERG, BUILDING INSPECTOR AND PG&E REP	\$ 250.00
04/26/19 RAE FAGAN 1.0 HOUR @ 95.00/HR - ADMINISTRATION; CONTRACT DEVELOPMENT	\$ 95.00
04/29/19 RAE FAGAN 1.25 HOURS @ 95.00/HR - ADMINISTRATION; CONTRACT DEVELOPMENT	\$ 118.75
CONTRACTOR PROFIT & OVERHEAD 13% OF 2,463.75	\$ 320.29

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Sales Tax:	0.00
Invoice Total:	2,784.04
Retention:	0.00
Amount Paid:	0.00
Amount Due	2,784.04